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AGREEMENT BETWEEN
VILLAGE OF JOHNSON CITY

and

LOCAL 3718

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

JUL 31 2008

COUNSEL

American Federation of State,
County and Municipal Employees
AFL-CIO
COUNCIL 66

June 1, 2005 through May 31, 2009

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This is an AGREEMENT entered into by and between the Village of Johnson City, New York hereinafter referred to as the Employer, and Local 3718, AFSCME Council 66, AFL-CIO, hereinafter referred to as the Union.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL APPROPRIATE LEGISLATION HAS BEEN APPROVED.

PURPOSE AND INTENT

The general purpose of this AGREEMENT is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Union.

To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

SECTION 1. RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this AGREEMENT for all employees of the Employer in the Department of Public Works, including Refuse collectors, Department of Parks, Sewer Department and the Water Department with the exception of the Director of Public Services, the Deputy Superintendents of Public Works and the Water Department other than the incumbent Deputy Superintendents of Public Works and the Water Department as of June 1, 1999, temporary and seasonal employees, clerical employees and committees appointed by the Village Board.

SECTION 2. AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

SECTION 3. UNION DUES

- a. All employees covered by this AGREEMENT shall tender membership and/or Agency Shop

fees in accordance with the amount certified by the Union. Such deductions shall be made by means of payroll deductions.

b. The Employer agrees to deduct Union Dues and/or Agency Shop Fees in accordance with the amount certified by the Union. The Employer agrees to deduct by payroll deduction any additional monies for any program made available through the Union, in which employees may participate.

c. Payroll deductions shall become effective at the time certified by the Union.

d. The aggregate total of all such deductions shall be remitted each month to the designated financial officer of Council 66, with a list from whom such deductions were made on or before the tenth (10th) of each month.

e. Any change in Union Dues and/or Agency Shop Fees to be deducted must be certified by the Union in writing and forwarded to the Employer.

f. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Section.

SECTION 4. UNION REPRESENTATION

a. It is mutually agreed that the employees in the departments covered by this AGREEMENT shall be represented collectively by one Union Steward, who shall be a regular employee. In the absence of the Steward, the Assistant Steward or Union Officer shall act in his place.

b. The designation of a Union Steward and Assistant Steward shall be made in writing to the Mayor on an annual basis by the President of the Local Union. Any changes in such designations made by the Local during the year shall likewise be made in writing to the Mayor.

c. Union Stewards and/or Local 3718 Union Officers may investigate and present grievances to the Employer during their working hours without loss of time or pay. It is agreed and understood that the investigation of Union grievances shall be for reasonable periods of time provided there is no undue interruption of work.

SECTION 5. LABOR-MANAGEMENT CONFERENCE

a. Special conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least three (3) representatives of the Employer and at least three (3) representatives of the Union. Arrangements for such conferences shall be made in advance. Conferences shall be held at reasonable hours

as agreed upon by the Employer and Union Representatives. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Union Council and/or a representative of the International Union.

b. The Union representatives may meet at a place designated by the Employer on the Employer's property immediately preceding a conference to confer with Union Council or International representative.

c. Union members agree, during regular hours with no loss of pay, to participate in conferences with management as a team effort to improve morale, and provide informal communication about job conditions. These conferences are informal by nature, however, the provisions of Sub-paragraphs (a) and (b) above are applicable.

SECTION 6. GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties pertaining to the application, meaning or interpretation of this Agreement or a grievance as defined in Article 16 of the General Municipal Law shall be settled in the following manner:

STEP NO. 1:

The Union Steward, with or without the employee, may discuss the grievance or dispute with the immediate supervisor within five (5) work days of the occurrence of the grievance or within five (5) work days of his knowledge of its occurrence. With the exception of matters relating to pay, a grievance may not be considered for processing after thirty (30) days have elapsed from the time the alleged grievance occurred. Grievances relating to payroll errors shall be filed within 30 days of the time the affected employee first becomes aware of the pay discrepancy but in no event shall such grievances be filed later than 60 days after the pay period in which any such discrepancy shall have occurred. The immediate supervisor shall reply within two (2) work days. If within two (2) work days the reply of the immediate supervisor is not satisfactory, or no reply is forthcoming, then

STEP NO. 2:

The Union Steward may within five (5) work days of when the answer of the immediate supervisor is due, submit the grievance to the Superintendent of the Department. The Superintendent shall reply within three (3) work days from the date such grievance was submitted to him. If within three (3) work days the reply of the Superintendent is not satisfactory or no reply is forthcoming, then

STEP NO. 3:

The grievance or dispute shall be submitted in writing by the Local Union Unit Chairman to the Mayor. A meeting between at least two (2) representatives of the Union and the Mayor and/or his designee will be arranged within five (5) work days from the date the grievance was submitted to the Mayor. The

Mayor or his designee shall act on the grievance within five (5) work days after such meeting has been held and submit his reply in writing to the Local Union Unit Chairman. Should the grievance or dispute remain unresolved, then within thirty (30) days.

STEP NO. 4:

Either party may refer the matter to an impartial arbitrator mutually agreed upon by both the Union and the Employer to determine the dispute.

The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) work days after notice has been given. The New York State Public Employment Relations Board shall be requested by either or both parties to provide a panel of impartial arbitrators from which both the Employer and the Union shall make a selection in accordance with the Board's rules of procedure, including Med/Arb procedures.

Upon the hearing of testimony and argument, the arbitrator shall be required to render his determination within thirty (30) days of such hearing.

The decision of the arbitrator shall be final and binding on both parties of this AGREEMENT.

The fees of the arbitrator shall be shared equally by the Union and the Employer.

The arbitrator shall have no power to amend, modify or delete any provisions of this AGREEMENT, or to render any decision which conflicts with the law, ruling or regulation binding upon the Board or the Union which is not specifically set forth in this AGREEMENT.

SECTION 7. DISCHARGE AND DISCIPLINE

- a. Disciplinary action or measure shall include only the following:
 - Oral Reprimand
 - Written Reprimand
 - Suspension
 - Discharge

When any disciplinary action or measure is taken as outlined above, the Union will be notified of the action taken in writing within two (2) days of presentation to the employee involved. The Employer and the Union both subscribe to the principle of progressive disciplinary action.

- b. The Employer shall not discharge or discipline an employee without just cause.
- c. Disciplinary action may be imposed upon an employee for the following reasons:

1. Negligence in the operation of Village equipment resulting in damage.
2. Failure to report for duty at the time and place of duty without a reasonable excuse.
3. Leaving a place of duty or assignment without proper authorization.
4. Failure to report an absence or illness or other reasons to the Employer's office within one hour after the scheduled reporting time.
5. When it has been ascertained through a consultation between the Supervisor and the Union Steward that the employee is under the influence of alcohol or partaking of alcohol while on duty.
6. Unjustified disobedience of a lawful order.
7. Loafing, idling, or sleeping while on duty.
8. Failure to fulfill the responsibility of his job classification.
9. Violation of any work rules established as per provisions of this AGREEMENT.
10. Misconduct before the public while on duty.
11. Theft of Village property.
12. Fighting on Village property on company time.
13. Sabotage of Village property.
14. Falsification of a leave request.
15. Failure of the drug and alcohol testing policy.
16. Sexual harassment.

d. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

e. In any case of discipline or discharge, the employee and the Union Steward will be notified in writing of the specific reasons for such disciplinary action being imposed and the proposed penalty. The notification to the Union shall be done within two (2) days of notice to the employee. The disciplined employee, upon request, will be allowed to discuss his discharge or discipline with his Steward or other authorized representative of the Union, before he may be required to leave the premises.

- f. The Union shall have the right to take up the discipline or discharge at the third step of the grievance procedure and through the arbitration step, if deemed necessary by either party.
- g. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.
- h. Any employee who has been the subject of disciplinary action may request that a written record be entered in his personnel record. The employee shall be given a duplicate copy of this record.
- i. No disciplinary action will remain in an employee's personnel file beyond a twelve (12) month period unless there has been repetition of the violation during this twelve (12) month period, except record of accidents in the use of equipment and these would be expunged from the employee's file after completion of a driver improvement program. If an employee elects to attend a driver improvement program or course the tuition cost and cost of materials for such program or course would be paid, initially, by the employee. Upon the successful completion of the course by the employee, the cost of tuition and materials will be reimbursed to the employee by the Village. If the course is offered during working hours the employee will be given time off to attend. This time will be charged to the employee's vacation or personal leave.

SECTION 8. SENIORITY, PROBATIONARY EMPLOYEES

- a. New employees hired in the unit shall be considered as probationary employees for the first six (6) calendar months of their employment. The calendar days probationary period shall be accumulated within not more than one (1) year. When an employee completes his probationary period, he shall be entered on the seniority list among regular employees, and upon completion of the probationary period, they shall receive all benefits afforded to all regular employees. During the probationary period, the employee shall be entitled only to the following benefits: hospitalization and medical coverage upon first available enrollment date; holidays that fall within the probationary period (excluding floaters that fall during the probationary period); uniform allowance (prorated to the date of hire); bereavement leave; personal leave (pro-rated to the date of hire); and accumulation of sick leave (ineligible for use).
- b. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section 1 of this AGREEMENT, except discharged and disciplined employees for other than Union activity.
- c. Seniority shall be on a Village wide basis, in accordance with the employee's last date of hire.
- d. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause or retirement. If an employee returns to work in any capacity, he shall be returned as a new employee.

e. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

SECTION 9. SENIORITY LISTS

a. Seniority shall not be affected by race, religion, sex, marital status or dependents of the employee, political affiliation or national origin.

b. The seniority list on the date of this AGREEMENT will show the names, job titles, and date of hire of all employees in the unit entitled to seniority.

c. The employer will keep the seniority list up to date at all times and will provide the Local Union Unit Chairman with up to date copies at least every six (6) months.

SECTION 10. SENIORITY, LOSS OF

An employee shall lose his seniority for the following reasons only:

- a. He quits
- b. He is discharged and the discharge is not reversed through the procedure set forth in this AGREEMENT.
- c. If he does not return to work when recalled from layoff as set forth in the recall procedure.
- d. Absence from his work for three (3) or more consecutive workdays without a reasonable excuse.
- e. He retires.

SECTION 11. SENIORITY, SHIFT PREFERENCE

Shift preference will be granted where applicable on the basis of seniority within the classification, provided a vacancy exists.

SECTION 12. LAYOFF

- a. The word "LAYOFF" means a reduction of the working force.
- b. If it becomes necessary for a layoff, probationary employees will be laid off first. Seniority

employees shall be laid off in the inverse order of their seniority.

c. Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days notice of layoff except in an emergency condition beyond the control of the Employer. The Local Union Unit Chairman shall receive a list from the Employer of the employees being laid off on the same date that the notices are issued to the employees.

d. When an employee is laid off due to a reduction in work force or because displaced by the elimination of jobs through job consolidation, curtailment or replacement of existing facilities, or for any other reason, he shall be permitted to exercise his seniority rights to bump (replace) an employee with less seniority. Such employee may, if he so desires, bump any employee in the same or a lower job classification, provided the bumping employee has greater seniority time than the employee whom he bumps, and he is able to do the work with minimal training. An employee who elects to bump into a lower classification will be paid the rate of pay for that lower classification.

e. It is understood and agreed that the Employer will notify the Local Union Chairman in writing at least ten (10) days prior to any proposed layoff of employees in the Department of Public Works or any decisions involving a change in its facilities, operations, and whether such decision involves a partial or total closure or termination of any facilities or operations, a consolidation, or a partial or total relocation or removal of any facilities or operations.

f. Union officials and stewards will be the last to be laid off, regardless of seniority.

SECTION 13. RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section 8(c) provided they are able to perform the work required. Notice of recall shall be sent to the employee at his last known address by registered mail. If any employee fails to report for work within five (5) days from the date of mailing of notice of recall, he shall be considered a quit.

Recall rights for an employee shall expire one (1) year from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail.

SECTION 14. PROMOTION AND METHOD OF FILLING POSITIONS

a. The term promotion means the advancement of an employee to a higher paying position.

b. In case of promotion or whenever a new job classification opening or vacancy occurs, other than temporary, the position shall be posted on all bulletin boards for a period of ten (10) working days, stating the job title, pay rate, and necessary qualifications for the job.

c. An employee shall apply in writing for such position and submit such application to his immediate superior.

d. Any non-supervisory position shall be filled by the Employer within twenty (20) days and any supervisory position within thirty (30) days from the date the new classification or vacancy occurs from among employees who have made such application and who are qualified, except that where more than one employee qualifies for the same position seniority shall be the determining factor in making the selection.

e. Any employee selected in accordance with the procedure set forth above shall undergo a trial period of six (6) months. If it is found that such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, then such employee shall be restored to his former position. If such a finding is made, it shall be communicated to the employee, and the employee will return to his former position, at the applicable rate of pay for that position on the first day of the next work week after receiving such written notification. Any employee promoted to heavy equipment operator shall be restricted from refuse duty during the six month trial period, provided the employee is operating heavy equipment.

f. An employee shall be paid the rate of pay of the new class at the commencement of his trial period.

g. It shall be the policy of the Employer to consider the applications of current, qualified personnel for supervisory positions.

SECTION 15. TRANSFERS

a. If an employee is transferred to a position under the Employer not included in the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this AGREEMENT.

b. Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities or for any other reason, shall be permitted to exercise their seniority rights to transfer to any other job in the service of the Employer, provided he meets the requirements of such jobs.

c. Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reasons for the requested transfer.

d. Employees requesting transfers shall be transferred to equal or lower paying job classifications on the basis of seniority, provided a vacancy exists.

- e. An employee who transfers shall be paid the rate of the new classification.

SECTION 16. FILLING OF TEMPORARY VACANCIES

a. In the event of temporary job vacancies due to vacation, illnesses, approved leave of absence, seniority shall prevail in the selection of employees to fill the temporary vacancies, provided they are qualified. An employee must work a minimum of four (4) hours in the higher classification in order to be paid out of title pay.

In making temporary assignments of an employee to work in a classification other than the one held by the employee on a permanent basis or with lower rated equipment, or in another department or sub-unit, if the assignment is desired by the senior employees then they shall be given said assignment. If the senior employees do not desire an assignment as described above then the least senior employee will be given such assignment.

b. An employee assigned to a temporary job vacancy or to fill a vacancy in a higher classification, shall be paid the wage rate established for that job, or if a lower classification, his own wage rate, whichever is higher.

Due to operational requirements in Parks, Sewers and Public Works Garage the parties agree that the Mechanics, one (1) Heavy Equipment Operator in Sewers, remaining Heavy Equipment Operators in Sewers from April 1st through October 31st and Park Specialists from April 1st through October 31st, shall not be eligible to accept temporary assignments, regardless of qualifications or seniority.

c. Temporary employees shall be hired only to supplement the regular work force in seasonal peak periods or emergencies. No temporary employee shall fill any established vacant position, nor shall they be hired on a temporary basis to fill higher than entrance level positions, except when permanent employees in such entrance level positions are not available or cannot be reached by telephone to fill such positions on a temporary assignment.

SECTION 17. REINSTATEMENT OF VETERANS LAWS

A probationary employee who enters the Armed Forces must complete his probationary period, and upon completing it, will have seniority equal to the time spent in the Armed Forces.

SECTION 18. EDUCATIONAL LEAVE OF ABSENCE

At the discretion of the Employer, employees shall be granted leave of absence without pay for a period of up to two (2) years in order to attend school full time, provided that the attendance of such courses are of mutual benefit to the employee and the Employer.

SECTION 19. MILITARY LEAVE OF ABSENCE

1. Employees who are in any branch of the Armed Forces Reserve and/or National Guard shall be paid for periods of absence while engaged in the performance of ordered military duty not exceeding a total of thirty (30) days or twenty-two (22) working days, whichever is greater, in any one calendar year and not exceeding thirty (30) days or twenty-two (22) working days, whichever is greater, in any one continuous period of such absence as provided by Section 242(5) of the Military Law of the State of New York.

2. Employees may use compensatory time or vacation time to extend their paid military leave.

3. Non-paid leave of absence while engaged in the performance of ordered military duty or while attending service schools shall be as provided in Section 242(2) and (3) of the Military Law of the State of New York.

SECTION 20. LEAVE OF ABSENCE

Leaves of absence without pay may be granted at the discretion of the Employer upon written application of the employee, which shall state the reason for the leave of absence request and the expected duration, and shall be filed at least thirty (30) days prior to such leave of absence to commence, except for cases of emergency. Reasons that will be considered for leave of absence are the following:

- a. Serving in any elected position in the Union, limited to one (1) employee at a time..... 2 years.
- b. Illness leave (physical or mental).....one (1) year.
- a. Prolonged illness in immediate family of spouse, children, step-children, or wards.....three (3) months.

Such leave may be extended for like cause at the discretion of the Employer.

SECTION 21. LEAVE FOR UNION BUSINESS

a. Two (2) elected representative of the Local Union shall be allowed an aggregate number of ten (10) days in a calendar year to attend functions of the Council and/or International Union, such as conventions or educational conferences without loss of time or pay.

b. The Employer shall be given notice by the Union at least thirty (30) days in advance of such time to be taken off and stating the name of the employee elected to attend the function. Such leave will not be unreasonably withheld when the circumstances require leave with less than thirty (30) days notice.

SECTION 22. SICK LEAVE

a. Members shall accumulate one (1) sick day per month of full time employment. Such leave shall be accumulated up to three hundred (300) days. Sick leave shall be earned from the first day of regular employment.

b. Any member covered by this AGREEMENT who incurs any non-service connected sickness or disability which renders such member unable to perform his or her duties or any employee who is quarantined by health authorities, shall receive sick leave with pay until the number of sick leave days accumulated has been exhausted.

c. A member, while on paid sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this AGREEMENT, including the computation of sick leave.

d. A member absent in excess of three (3) consecutive days or for a third (3rd) consecutive Monday or Friday for reasons of illness, may be required to produce a doctor's certificate stating the illness incurred, and that the employee was unable to work. For purposes of this Section a third (3rd) consecutive Monday or Friday shall include any three (3) Mondays in a row, and three (3) Fridays in a row or a combination of three (3) Mondays and Fridays in a row, i.e. Monday, Friday, Monday or Friday, Monday, Friday.

e. All accumulated sick leave days presently credited to an employee shall remain on the books and such employee shall be given full credit for it, and no employee shall lose any sick leave days presently accumulated because of the change in the provisions of the Collective Bargaining Agreement brought about by Amendment dated September 4, 1985, or its implementation.

f. Any member, regardless of date of hire, shall be eligible, after the accumulation of one hundred fifty (150) days of sick time, to elect to receive pay for additional sick leave days in lieu of accumulating them. In no event, however, shall more than twelve (12) days of sick leave be paid to a member in any one fiscal year.

g. On or before May 1 of each year, the Department Head shall advise each member of the total number of sick leave days that have been accumulated by such members through the end of April of that year. At such time, each member shall have the option of electing to be paid for up to twelve (12) sick days in excess of one hundred fifty (150), pursuant to the terms of subsection (a) above, or not. Such option shall be exercised by each member prior to May 15 and each member's option shall be made known to the Department Head prior to that date. In the event a member opts to be paid for sick days in accordance with the terms herein, payment shall be made to the member in one lump sum on the last pay period in May of that year. In the event the member does not elect to receive pay for sick days, they shall continue to accumulate until a maximum of three hundred (300) sick leave days is reached. Any sick leave days for which a member receives pay pursuant to the terms herein, shall be deducted from the total number of sick leave days accumulated by such member and shall no longer be available for use in the event of a non-service connected illness.

h. RETIREMENT ON OR AFTER JUNE 1, 1991: A member, regardless of the date of hire, who retires under a regular service retirement plan on or after June 1, 1991, shall receive, as a retirement bonus, pay for all unused sick leave days up to the maximum of one hundred fifty (150) days. It is expressly understood that this is a retirement bonus and may disqualify the employee from participating in New York State Retirement Incentive Plans that may be offered.

i. DEATH ON OR AFTER JUNE 1, 1991: A member, regardless of date of hire, who dies on or after June 1, 1991 shall have paid to his surviving spouse or estate a lump sum payment equal to the total number of unused sick leave days that such member had accumulated prior to death up to the maximum of one hundred fifty (150) days.

j. Sick time may be figured on a half day basis.

SECTION 23. DEATH IN FAMILY

In the event of death in the family of an employee (spouse, parent, child, sister, brother, grandparent, mother-in-law, father-in-law) the employee will be allowed up to three (3) days leave of absence with no loss of pay. In the event of the death of a brother-in-law, sister-in-law, uncle, aunt, niece, nephew or spouse's grandparent, the employee will be allowed up to one (1) day leave of absence with no loss of pay. Said leaves of absence may be taken in half-day (1/2) increments.

SECTION 24. PERSONAL LEAVE/FAMILY ILLNESS

a. Employees shall be entitled to four (4) days personal leave each year to be used whenever needed. Any unused personal leave shall not be carried over to the next year. Personal leave must be used within each fiscal year.

b. Employees requesting such leave shall make such request at least twenty-four (24) hours in advance, except in case of emergency.

c. Personal leave is meant to conduct business including family illness that would normally not be covered by any other time off. Personal leave is not to be used to engage in activities of a frivolous nature.

d. Personal leave may be taken in one-half (1/2) day increments.

e. Personal leave may be taken in one hour increments. An employee who uses personal leave in one hour increments may be required to produce documentation verifying the purpose of the leave.

SECTION 25. WORKING HOURS AND WORK WEEK

- a. The regular work day shall consist of eight (8) consecutive hours within the twenty-four hour period, broken only by a lunch period, which shall not exceed one hour, except for employees in refuse removal.
- b. The normal work week shall consist of five (5) consecutive days, Monday through Friday inclusive. Where the nature of the work requires that a seven (7) day weekly work schedule other than Monday through Friday be maintained, such work schedules will be maintained on a rotating basis.
- c. Employees in refuse removal shall continue to perform their work under an incentive system which permits their work shift to end upon completion of their assigned route. Refuse workers may be required to perform other duties upon completion of their assigned routes in cases where a state of emergency is declared. Notwithstanding the foregoing, the parties agree that with respect to the weekly yard waste day, that falls between November 1st and April 1st employees shall work a minimum of six (6) hours.
- d. All other employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time. Work schedules showing the employee shifts, workdays and hours shall be posted on all department bulletin boards at all times.
- e. Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed to by the Union and the Employer.
- f. The Employer shall maintain and make available to employees, a daily record showing his time worked.
- g. In the event of a public transportation breakdown, severe storms, floods or acts of God, strikes and similar occurrences, an employee's failure to report to work or an employee's reporting to work after his scheduled starting time will be excused.
- h. Work schedules shall provide for a fifteen (15) minute coffee break during each one-half (1/2) shift. The coffee break shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible. All employees of a crew shall take their coffee breaks at the same time.
- i. Employees who for any reason work beyond their regular quitting time into the next shift, for a period of at least two (2) hours, shall receive at least a fifteen (15) minute coffee break before they start to work on such shift. In addition, they shall be granted the regular coffee break that occurs during the shift.
- j. Employees shall receive one (1) ten (10) minute personal clean-up period prior to the lunch break and one (1) ten (10) minute personal clean-up period prior to the end of the work day. Personal clean-up periods are non-cumulative.
- k. Employees who work a shift beginning at any time after 3:00 PM shall be paid ten percent

(10%) in addition to their regular pay.

SECTION 26. OVERTIME AND ON-CALL

a. All employees covered by this AGREEMENT shall be paid time and one-half (1-1/2) their regular straight time rate of pay for all work performed in excess of eight (8) hours in any workday, all work performed before or after any scheduled work shift.

b. Overtime work shall be offered as equally as possible to all employees in the Public Works Department.

c. All overtime work shall be voluntary, except for emergency situations. Employees in DPW that do not want to be eligible for overtime shall sign a sign-off sheet. This sign-off sheet will cover two blocks of time:

11/1 - 1/31

2/1/ - 4/30

An employee who does not sign this sheet (no later than one week prior to each three month period) must take a minimum of three (3) salting or plowing related calls per block of time. Failure to answer the minimum of three (3) calls per block of time may result in disciplinary action. Water Department employees wishing to be eligible for winter overtime as a supplement to the DPW will sign an eligibility sheet posted at Water Department. Employees must sign-up no later than October 24th for that fiscal year. Water Department employees who sign up for overtime are not eligible to be called during the week they are on-call (due to the fact that they have to be available to respond to Water Department calls or emergencies).

The following is the order in which DPW employees eligible for overtime shall be called out:

1. All employees eligible for overtime on the normal rotating list.
2. After the normal list is exhausted any employees normally eligible for overtime and are on-call will be called by seniority.
3. Any supervisor not on-call shall be called by seniority.
4. Any employees normally eligible for overtime and are off sick that day.
5. Any Water Department employee who signs the DPW winter overtime list at the Water Department and is not on-call that day shall be called by seniority.

d. On each occasion the opportunity to work overtime for Public Works Employees shall be on a department wide rotational basis with the following exceptions:

1. Due to the operational requirements and expertise needed for the position of Auto Mechanic, Auto Mechanics will be placed on-call November 1st through April 1st of each fiscal year. This will be done on a weekly rotation. Auto Mechanics will not be eligible to be called from the regular call-out list unless the list is exhausted and in the supervisor's opinion more employees are required for a particular call-out.

2. Due to the technical knowledge and operational experience needed to properly run the Sewer Department equipment, Sewer Department Employees shall be called-out by seniority for all Sewer Department call-outs. For the purpose of equally distributing the overtime, if any Sewer Department Employee is called-out two (2) or more consecutive times, they will be skipped when it is their turn for the next call-out on the regular call-out list.
3. Due to operational needs in the Parks Department, Parks Maintenance Specialists shall be called-out by seniority for all Parks related call-outs except for Field Days. For the purpose of equally distributing the overtime, if any Parks Department Employee is called-out two (2) or more consecutive times, they will be skipped when it is their turn for the next call-out on the regular call-out list.
4. Due to the operational needs in the Streets Department, Heavy Equipment Operators shall be called-out by seniority to run a piece of Heavy Equipment. For the purpose of equally distributing the overtime, if any Heavy Equipment Operator is called-out two (2) or more consecutive times, they will be skipped when it is their turn for the next call-out on the regular call-out list.
5. Supervisors shall not be eligible to be called from the regular call-out list unless the list of all Non-Supervisory Public Works Employees has been exhausted.

Employees who are offered overtime work on this basis but decline, should be considered to have worked for the purpose of determining equal distribution of overtime.

e. A record of overtime hours worked by each employee shall be posted on the appropriate department bulletin board each thirty (30) days.

f. Any employee called-out for overtime shall receive premium time for the time actually worked and, if he does not work four (4) hours, he shall receive straight time for the remaining time to a minimum of four (4) hours. This guaranteed four (4) hour call-out pay minimum cannot run concurrent with regular work shifts.

g. Any employee required to work four (4) hours of overtime following his regular full day shall then be granted one-half (1/2) hour off with pay for the purpose of eating. A similar one-half (1/2) hour off with pay will be granted for each such four (4) hour period of overtime to be followed by additional overtime. This provision is intended to apply to emergency overtime work following regular working hours.

h. Supervision shall determine if an employee has worked sufficient hours after his regular shift to be sent home. Under no circumstances shall an employee be sent home during his regular scheduled shift for the purpose of calling him back to work in another shift that would normally be an overtime situation.

i. All Public Works Employees on-call at supervision's request shall be compensated at the rate

of \$1.00 per hour.

If worked, on-call time plus actual time worked shall be paid. Work performed shall be paid for at the rate of time and one-half (1-1/2) the regular rate of pay except where the rate for such pay is otherwise provided for elsewhere in this AGREEMENT.

j. If an employee works more than ten (10) hours prior to the beginning of his regularly scheduled shift he shall be entitled to go home after working four (4) hours of that shift with pay for the remainder of that shift.

k. Overtime and On-call pay for Water Department employees shall be pursuant to Appendix "D".

SECTION 27. WORK RULES

a. The Employer agrees to consult with the Union prior to the establishment of new work rules or the modification of existing work rules.

b. When any existing rules are changed or new rules are established, they shall be posted on all bulletin boards for a period of at least one (1) week before becoming effective.

c. Employees shall comply with all existing reasonable rules which are not in conflict with the terms of this AGREEMENT, provided the rules are uniformly applied and uniformly enforced.

d. Any complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing work rules shall be resolved through the Grievance Procedure.

e. It is understood and agreed that:

1. Garbage trucks shall not be required to operate without a minimum complement of one driver and one sanitation man. This includes days in which yard waste is collected. If the Employer determines that yard waste can be collected with the minimum vehicle complement of one driver and one sanitation man and with any number of vehicles, then no additional employees will be assigned to this operation.
2. The Director of Public Services and the Deputy Superintendent of Public Works will give serious consideration to all safety factors in snow plow operations. The Director of Public Services shall provide instruction on the safe operation of snow plows.

- f. A Transitional Duty program is a return-to-work program designed to return the injured employee to the workplace as soon as medically reasonable to do so. The program objective is to transition the employee back to his/her regular job and responsibilities.

In the effort to create an environment that will facilitate employee recovery from injury or illness, and to improve operational efficiency of the employer, a program of Transitional Duty is hereby established.

On a case-by-case basis, this program covers all employees covered by this agreement who sustain a work related disabling injury subject to the following guidelines: the disability must be a temporary condition, and the employee must have Transitional Duty capacity as determined by his/her treating physician. Such employee may be given Transitional Duty assignments consistent with his/her physical abilities and any limitations imposed by the treating physician. Each case will be independently evaluated by the Director of Public Services at least every thirty days for progress. The Transitional Duty Assignment will not last more than twelve weeks.

This program may also apply voluntarily, on a case-by-case basis, to employees who have sustained disabling injury or illness from non-job related activity, if and when Transitional Duty tasks become available; with work-related injuries receiving priority if transitional duty is limited.

It is the goal of the employer, with the cooperation of all departments covered by this agreement, to locate and assign Transitional Duty, when feasible, according to the following guidelines:

1. The approved physician shall be encouraged to release the temporarily disabled employee(s) to a transitional duty work status and describe the employee's capacities in sufficient detail to enable the employer to determine a suitable work or task assignment.
2. The employee's regular work division shall attempt to locate or design a work assignment within the capacities described by the physician.
3. If the usual work division is unable to assign suitable work, other divisions within the department shall be contacted to determine if a suitable work assignment exists.
4. Upon release to regular work without restrictions, the employee shall be returned to his/her permanent work unit and his/her position.
5. No more than three employees shall be allowed in the Transitional Duty Program at any given time.
6. If at the end of the twelve week Transitional Duty Assignment the employee is unable to return to full duty, the employee will be continued on disability leave. Such Transitional Duty will not impact in any way an employee's rights pursuant to Civil Service Law §71.

SECTION 28. HOLIDAYS

a. All employees covered by this AGREEMENT shall receive the following paid holidays for which they shall be paid their current rate of pay based on this normal work day.

New Year's Day
Martin Luther King Day/Floater
Lincoln's Birthday/Floater (DPW only)
Washington's Birthday/Floater
Memorial Day
Independence Day
Labor Day
Columbus Day/Floater
Election Day/Floater
Veteran's Day/Floater
Thanksgiving Day
Day after Thanksgiving (Water Dept. only)
Christmas

b. All work required to be performed on any of the above listed holidays shall be compensated at time and one-half of the employee's regular rate of pay in addition to his regular holiday pay for that day.

c. If a holiday falls on a Sunday, then the succeeding Monday shall be a paid holiday. If a holiday falls within an employee's vacation period, the employee shall be granted an extra day for the holiday. If a holiday falls on a Saturday, then the preceding Friday shall be the paid holiday. If a holiday falls on an employee's regular day off, then the employee shall be given another day off in lieu of that day.

d. For purposes of computing overtime, all holiday hours unworked for which an employee is compensated, shall be regarded as hours worked.

e. If an employee works out of title for one week continuously he shall be paid holiday pay at the out of title rate for any holiday falling within that week.

f. The following shall apply to holidays designated as "floater".

Any employee may elect to work on the aforementioned days and will be compensated at his regular rate of pay.

In case the employer determines that the work force is not sufficient to meet the operational needs of the employer on the aforementioned, then the employer may call additional employees to work in their inverse order of seniority.

Veterans shall have the preference in selecting the option of Veteran's Day.

Any employee who works or is selected by the employer to work on the aforementioned day(s) shall receive an additional vacation day(s) which shall be selected by employees within a department on the basis of seniority, subject to the approval of the Department.

SECTION 29. VACATIONS

a. All employees covered by this AGREEMENT shall be entitled each year to a consecutive vacation with pay after completion of their probationary period. Vacations earned shall be calculated on a fiscal year basis, and as follows:

Three (3) days notice shall be required to obtain Vacation Leave	
After one (1) year	ten (10) work days
After five (5) years	fifteen (15) work days
After ten (10) years	twenty (20) work days
After sixteen (16) years	twenty-one (21) work days
After seventeen (17) years	twenty-two (22) work days
After eighteen (18) years	twenty-three (23) work days
After nineteen (19) years	twenty-four (24) work days
After twenty (20) years	twenty-five (25) work days
After twenty-five (25) years	thirty (30) work days

b. Upon the death of an employee or separation from service, all of the employee's earned vacation shall be paid to him or his estate.

c. Vacation shall be selected by employees within a department on the basis of seniority, subject to the approval of the supervisor. Requests for consecutive vacation of at least five (5) work days shall be submitted by June first for the fiscal year commencing June first. The supervisor will post the vacation schedule no later than June 15th following the submission of requests. No employee will be permitted to take more than ten consecutive vacation days during the periods July first through August thirty-first. Additionally, no more than four employees of which only one may be from the Parks Department will be granted vacation during any one period of five consecutive work days. At no time will more than five (5) employees be on vacation on any one day.

d. Vacation may be used a day at a time subject to approval by the Director of Public Services or his designee.

e. Up to ten (10) days of unused vacation will be paid to the employee pursuant to a "Vacation buy-back provision" adopted by the Village. Pursuant to this provision, an employee may elect to work instead of take time off and receive a bonus payment during the second pay period in November, or the last pay period in May of any fiscal year. Employees will be permitted to carry-over ten (10) days from

one fiscal year to the next. The ten (10) carry-over days of vacation must be used during the subsequent year and shall not be permitted to be carried over to the following year.

SECTION 30. CIVIC DUTY

a. Any regular employee who loses time from his job because of jury duty, as certified by the Clerk of the Court, shall be paid by the Employer, the difference between his job rate for eight (8) hours and the daily jury fee, subject to the following conditions:

- a. The employee must notify his supervisor immediately upon receipt of a summons for jury service.
- b. If jury service is completed prior to 1:00 PM, the employee shall be required to telephone the Employer's office and report to work if requested.
- c. Adequate proof must be presented of time served on a jury duty, and the amount received for such service.
- d. This section will not apply where an employee voluntarily seeks jury service.
- e. Time lost because of jury service will not be considered time worked for purposes of computing overtime.

b. Employees subpoenaed to appear before a court or other public body on any matter not related to their work shall be granted a leave of absence without loss of time or pay. Employees who are personally involved as a plaintiff or defendant shall receive eight (8) hours of civic duty leave only.

SECTION 31. HOSPITALIZATION MEDICAL COVERAGE

a. The Village shall continue to furnish Blue Cross-Blue Shield Select Blue Health Insurance Option II including the two dollar (\$2.00) generic and seven dollar (\$7.00) brand name co-pay prescription plan for all employees covered by this Agreement. Such plan shall include group coverage for each employee's dependents. The Employer may change the plan to an equivalent or better plan after consultation with the Union and verification by the Union as to the equivalency. All employees shall contribute to the total premium costs of the Blue Cross-Blue Shield Select Blue Health Insurance Option II (or equivalent plan) on a co-payment basis with the Village of Johnson City in the amount of 7.5% of the applicable insurance base. Insurance base shall be defined as each employee's individual or family plan based upon yearly Blue Cross-Blue Shield Select Blue Health Insurance Option II rates. Co-payments shall be made by each employee on a bi-weekly payroll deduction from his/her payroll. The maximum co-payment for any employee shall be thirty-five dollars (\$35.00) as of 6/1/05 and forty dollars (\$40.00) as of 6/1/06 and forty-five dollars (\$45.00) as of 6/1/07 and fifty dollars (\$50.00) as of 6/1/08 per bi-weekly payroll period. The Village shall be

responsible for all other percentage payments including premium coverage for dependents.

b. Bargaining unit members may elect to participate in the Central New York State Blue Cross Dental Plan subscribed to by the Village or any other dental plan subscribed to by the Village on a shared cost basis of fifty percent (50%) of the cost contributed by the Village and fifty percent (50%) of the cost contributed by the employee.

c. The hospitalization and medical provisions of this AGREEMENT shall be available for all employees covered by this AGREEMENT within sixty (60) days of employment with the Employer.

d. Coverage will terminate upon the absence of the employee from the active payroll for thirty (30) consecutive days or more for any reason other than absence because of sickness or disability. In case of sickness or disability, coverage will be continued for up to a maximum of one (1) year after the employee exhausts all paid leave benefits, in accordance with the provisions of the New York State Health Plan.

e. All present retirees who are members of the Bargaining Unit represented by the Union at the time of their retirement, and all members who retire in the future shall continue to receive Blue Cross, Blue Shield, and Major Medical insurance coverage for themselves and their dependents (or comparable coverage as may then be in effect until the death of the retiree and the retiree's spouse or the retiree's spouse remarries). In addition the surviving spouse and said spouse's dependent children under the age of 21 of a member who dies while in the employment of the Village, shall be entitled to the health insurance benefits provided retirees till such time as the dependent children of the deceased member's spouse attain the age of 21 years and, in the case of the deceased member's spouse, the spouse remarries or dies. The cost of such insurance coverage shall be paid entirely for by the Village for those retired prior to June 1, 2001. Those employees who retire on or after June 1, 2001 shall contribute fifty dollars (\$50.00) per month for such insurance coverage.

f. Effective September 1, 1998, the Employer and the Employees shall contribute to the cost of providing New York State Disability Insurance. The Employee contribution shall be \$.60 per week or the current rate allowed under the Law. It is understood that no Employee shall be eligible for N.Y.S. Disability Benefits until all accrued sick days have been used.

g. The Employer agrees to provide an Employee Assistance Program (EAP) at no cost to the employees. Employees referred to the EAP in connection with disciplinary matters shall have the option of participating or not. Employees who decline will not be offered another opportunity in future disciplinary matters and will be subject to continued progressive discipline. Employees who participate initially may be offered additional opportunities in lieu of discharge.

h. 1. If an employee is eligible to be covered under another health insurance program and he or she elects not to be insured by the Village, the employee shall be paid one hundred dollars (\$100.00) per pay period. Proof of such alternative health insurance will be required in order to be eligible to receive this payment in order to make certain that employees and their families may receive adequate health care.

2. In the event that such member ceases to be eligible for continued coverage under his or her alternative health insurance, or the member requests to rejoin the plan provided by this contract, the bi-weekly payment shall cease. However, the Village shall pay such employee an amount not to exceed the bi-weekly cost of the plan provided by this contract directly to the employee for the purpose of continuing said member's alternative health insurance under a conversion contract until said employee rejoins the plan provided under this contract.

- i. The Village agrees to provide at no cost to the employee a Flex-Benefits Plan.

SECTION 32. WORKER'S COMPENSATION ON THE JOB INJURY

Each employee covered by this AGREEMENT, will be covered by the applicable Worker's Compensation Laws.

SECTION 33. RETIREMENTS AND PENSIONS

The Employer shall continue to provide coverage for all employees covered by this AGREEMENT under 75(i) of the non-contributory Retirement Plan of the State of New York at no cost to the employee, and life insurance coverage under 60(b) of the Retirement Plan that provides, in case of death of an employee, payment of three (3) times the employee's annual income, not to exceed twenty thousand dollars (\$20,000), at no cost to the employee.

All members regardless of date of hire, will receive the additional benefits provided by Section 41(j) of the New York State Retirement and Social Security Law, insofar as such provisions are applicable and to the extent allowed by such law as follows:

In addition to any other service credit to which he/she may be entitled, a member shall be granted one (1) day of additional leave credit for each day of accumulated unused sick leave which he has at the time of retirement from service, but such credit shall not (a) exceed one hundred sixty-five (165) days, (b) be considered in meeting any service or age requirements prescribed in the retirement and Social Security Law, and (c) be considered in computing final average salary.

SECTION 34. DISABLED EMPLOYEES

The Employer shall make every effort to place employees who, through physical sensitivity or otherwise, become partially disabled on their present jobs, on work which they are able to perform. The Employer, however, may require such employee to submit to a physical examination by a physician designated by the Employer at no cost to the employees.

SECTION 35. PROTECTIVE DEVICES

The Employer shall provide necessary rain wear and safety equipment to properly protect employees covered by this AGREEMENT from injury.

SECTION 36. UNIFORMS

a. Each employee will receive an annual uniform allowance of five hundred and fifty dollars (\$550.00). This uniform allowance will be paid on the basis of vouchers submitted by uniform suppliers showing the name of the employee and describing the uniform supplied. Any employee who misses ninety (90) or more work days during the contract year shall receive his clothing allowance on a pro-rated basis.

b. Any employee may waive full payment of the uniform allowance and designate that a portion of it may be utilized for individual or dependent optical coverage. The Employer shall designate the provider and Employees electing this option shall notify the Village in writing prior to the beginning of any fiscal year (June 1st).

SECTION 37. SAFETY COMMITTEES AND ENFORCEMENT

The Employer and the Union agree to jointly establish a Safety Committee consisting of an equal number of Employer and Union representatives, not to exceed two (2). This committee will advise management on safety and health matters, and will be expected to:

Abide by O.S.H.A. rules and regulations where the Employer is mandated under law to comply with same, and:

a. Make immediate and detailed investigation of each accident to determine fundamental causes; if need be, the Union, at it's own expense, will provide an expert to assist.

b. Develop data to indicate accident sources and injury rates.

c. Make inspection to detect hazardous physical conditions or unsafe work methods and recommend changes or additions to protective equipment or devices for the elimination of hazards.

d. Promote safety for workers, and participate in making the safety program known to all workers. Faulty equipment, if known, shall be reported by the operator at the end of each working day to the immediate supervisor who is present. In the event no supervisor is available at this time, the operator has the responsibility to notify by telephone, or personal notification, the Superintendent of Public Works. After notification, no employee should be required to operate any equipment determined to be unsafe by the supervisor and/or the Superintendent of Public Works. Any dispute that may arise with regard to a safety matter, shall be referred to the Joint Safety Committee for resolution within twenty-four (24) hours. Any employee found to be deliberately abusing this section of the Contract to avoid work shall be subject to disciplinary action.

SECTION 38. PERSONAL DAMAGES

Damage or loss of eye glasses or dentures brought about as a result of an accident or attack on his person while carrying out the duties of his job shall be claimed under the Workers Compensation Law of New York State.

In the event that the law is amended to as to not cover such claims, the Employer shall replace or reimburse employee for said damage or loss provided the employee submits to the department head a complete report in writing within twenty-four (24) hours from the time of accident.

SECTION 39. RATES FOR NEW JOBS

a. When a new job is placed in the Bargaining Unit and cannot be properly placed in an existing classification, the Employer or his representatives will notify the Union prior to establishing the rate structure. In the event the Union does not agree with the rate structure, it shall be subject to the grievance procedure.

b. The job classifications and their descriptions which are covered by this AGREEMENT are hereby made in this AGREEMENT and are shown in Appendix "B" attached hereto.

SECTION 40. UNION ACTIVITIES ON THE EMPLOYER'S TIME AND PREMISES

The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, the Local Union 3718 Unit Chairman and/or designated Local 3718 Union Steward shall be allowed to, within reason:

Investigate and process grievances

Post Union notices

Attend negotiating meetings

Transmit communications authorized by the Union or its Officers to the Employer or his representative

Consult with the Employer, his representatives, Local Union Officers, or other Union representatives concerning the enforcement of any provisions of this AGREEMENT.

SECTION 41. WAGES

The wage scale for each classification negotiated for this AGREEMENT period are hereby established and made part of this AGREEMENT and are shown in Appendix "A" attached hereto.

SECTION 42. LONGEVITY SERVICE PAY

An employee shall be paid by separate check in the first week of each December one hundred and fifty dollars (\$150) in addition to his regular pay when he has completed five (5) years of continuous service; three hundred and fifty dollars (\$350) in addition to his regular pay when he has completed ten (10) years of service; five hundred dollars (\$500) in addition to his regular pay when he has completed fifteen (15) years of service; seven hundred and fifty dollars (\$750) in addition to his regular pay when he has completed twenty (20) years of service; one thousand dollars (\$1,000) in addition to his regular pay when he has completed twenty-five (25) years of service; and one thousand one hundred dollars (\$1,100) in addition to his regular pay when he has completed thirty (30) years of service.

SECTION 43. UNION BULLETIN BOARDS

The Union shall have the use of a single bulletin board on the Employer's premises for the posting of notices relating to Union meetings, official business, and any other Union information. Any other material must be approved by the Employer prior to posting.

SECTION 44. PLEDGE AGAINST DISCRIMINATION AND COERCION

a. The provisions of this AGREEMENT shall be applied equally to all employees in this Bargaining Unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or for any reason whatsoever. The Union shall share equally with the Employer, the responsibility for applying this provision of the AGREEMENT.

b. Work rules shall be reasonable and shall be applied or enforced in a fair and equitable manner.

c. All references to employees in this AGREEMENT designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

d. The Union and the Employer agree not to interfere with the rights of the employees to become or refrain from becoming members of the Union, and the Employer agrees that there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other lawful Union activity.

SECTION 45. MANAGEMENT RIGHTS

The Union recognizes that the management of the department, the control of its properties and the maintenance of order and efficiency, are the responsibility of the Employer.

Accordingly, the Union recognizes that the Employer retains the right to select and direct the work force, which includes the right to hire, suspend and discharge for cause, and make reasonable rules under provisions of this AGREEMENT.

The Employer will also have the right to assign, promote or transfer; determine the amount of overtime to be worked relieving employees from duty because of lack of work or for other legitimate reasons; decide on the number and location of facilities, stations, etc.; determine the work to be performed, the amount of supervision necessary, the equipment, the methods, the schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except that the exercising of all such rights must not be in conflict with any provisions of this AGREEMENT.

SECTION 46. ACCESS TO PREMISES

The Employer agrees to permit representatives of Local 3718 to enter the premises for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not unduly interfere with the performance of duties assigned to employees.

SECTION 47. SUB-CONTRACTING OF PUBLIC WORK

During the term of this AGREEMENT, the Employer shall not contract out or sub-contract any public work performed by employees covered by this AGREEMENT that would mean their displacement.

SECTION 48. STRIKES OR LOCKOUTS

a. The Union agrees that there shall be no strike caused by or sanctioned by the Union during the term of this AGREEMENT.

b. The Employer agrees that there shall be no lockout of employees during the term of this AGREEMENT, nor will any employees covered by this AGREEMENT be required to go through picket lines.

c. Unlawful strikes by other units of the Employer (Johnson City) will not be honored, supported, assisted, or sanctioned by any individuals or parties to this AGREEMENT.

SECTION 49. SAVINGS CLAUSE

Should any article, section, or portion thereof, of this AGREEMENT be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision; upon the issuance of such a

decision, both parties shall meet within thirty (30) days upon the request of either party in writing to negotiate a substitute for the invalidated article, section or portion thereof.

SECTION 50. COMMERCIAL DRIVERS LICENSE

The Employer shall contribute seventy-five percent (75%) of the cost of the renewal of a commercial driver's license per employee. The employee shall be reimbursed after providing verification of the cost.

SECTION 51. LAYOFF PROHIBITION

The Employer agrees that no bargaining unit employees of Local 3718 will be laid-off from the date of this Agreement except, after May 31, 2006, the Village is permitted to layoff employees if services are consolidated or merged. The Village will use its best efforts to absorb any employees affected by such consolidation or merger. However, in the event that an employee dies, voluntarily quits his position or is dismissed for just cause, then the parties further agree that in that event, this will not be construed as a layoff and no one must be hired to fill that position. The parties agree and understand that this provision pertaining to layoffs shall expire of its own accord as of May 31, 2009 and shall not be continued into any successor agreement or be continued during any period during which a contract is not in place without the express written consent of the parties.

SECTION 52. MECHANIC STIPEND

Automotive Mechanics shall receive a stipend of one thousand two hundred and fifty dollars (\$1250.00) per annum in a separate check payable the first abstract of September.

SECTION 53. EDUCATION

An employee shall be reimbursed for successful completion of course work related to the employee's Department which was requested and approved in writing by the Director of Public Services prior to taking such course work. Such reimbursement shall not exceed one thousand dollars (\$1,000) per course.

SECTION 54. TOTAL AGREEMENT

Notwithstanding any Personnel Rules and Regulations, Local Law or other laws that previously were in effect or will subsequently become effective to the contrary, the foregoing constitutes the entire AGREEMENT between the parties and shall supersede any and all such previous rules, regulations and law, and no verbal statement or other amendments, except an amendment mutually agreed upon between the

parties and in writing; annexed hereto, designated as an amendment to this AGREEMENT, shall supersede or vary provisions herein.

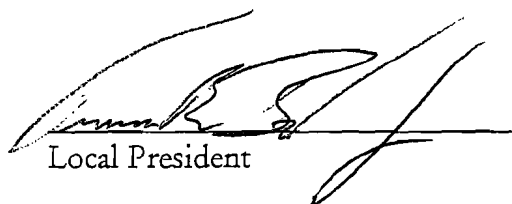
SECTION 55. TERMINATION AND MODIFICATION

This AGREEMENT shall be effective as of the first (1st) day of June 2005, and continue in full force and effect until the thirty-first (31st) day of May 2009. This AGREEMENT shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred eighty (180) days prior to the termination date that it desires to modify this AGREEMENT. In the event that such notice is given, negotiations shall begin not later than one hundred fifty (150) days prior to the termination date; this AGREEMENT shall remain in full force and be effective during the period of negotiations and until notice of termination of this AGREEMENT is provided to the other party in the manner set forth in the following paragraph.

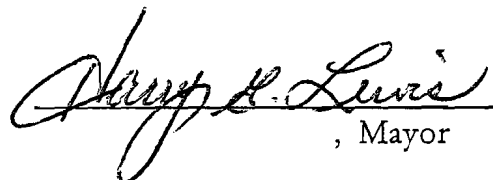
In the event that either party desires to terminate this AGREEMENT, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

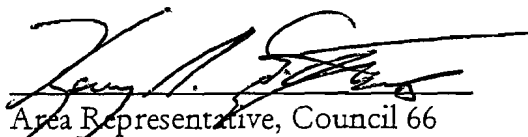
IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET FORTH THEIR
HANDS THIS 19th DAY OF August, 2005.

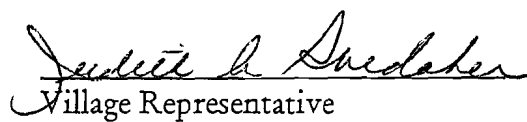
FOR LOCAL 3718


Local President

FOR THE VILLAGE OF
JOHNSON CITY, NEW YORK


, Mayor


Area Representative, Council 66


Village Representative

APPENDIX "A"

HOURLY/OVERTIME RATE -- 2005-2006 FOR EMPLOYEES HIRED PRIOR TO JANUARY 1, 1995

	<u>RATE/HR.</u>	<u>O.T. RATE</u>
PROBATIONARY LABORER	\$ 15.56	\$ 23.34
PROBATIONARY WATER SERVICE TECHNICIAN TRAINEE		
LABORER	16.28	24.42
WATER SERVICE TECHNICIAN TRAINEE		
LABORER/OPERATOR	17.49	26.24
WATER SERVICE TECHNICIAN I		
SANITATION MAN		
HEAVY EQUIPMENT OPERATOR	19.50	29.25
AUTOMOTIVE MECHANIC		
PARKS SPECIALIST		
*SANITATION MAN		
WATER SERVICE TECHNICIAN II		
REFUSE DRIVER	20.08	30.12
WATER SERVICE TECHNICIAN III		
FOREPERSON (WATER)	22.05	33.08
FOREPERSON (DPW)		
DEPUTY SUPERINTENDENT	25.51	38.27
(DPW) (WATER)		

NOTE:

LABORER AND WATER SERVICE TECHNICIAN TRAINEE (Probationary Laborers will automatically be promoted to Laborer after completion of their probationary period provided they possess a Class B New York State License. Probationary Water Service Technician Trainee will automatically be promoted to Water Service Technician Trainee after completion of their probationary period).

LABORER/OPERATOR AND WATER SERVICE TECHNICIAN I (Laborers shall be promoted to Laborer/Operator after completion of eighteen (18) months as Laborers provided they are qualified pursuant to the job description set forth in Appendix "B". Water Service Technician Trainees shall be promoted to Water Service Technician I after completion of eighteen (18) months as Water Service Technician Trainees provided they are qualified pursuant to the job description set forth in Appendix "B").

* Incumbents as of June 1, 1998

APPENDIX "A"

HOURLY/OVERTIME RATE -- 2006-2007 FOR EMPLOYEES HIRED PRIOR TO JANUARY 1, 1995

	<u>RATE/HR.</u>	<u>O.T. RATE</u>
PROBATIONARY LABORER	\$ 16.14	\$ 24.21
PROBATIONARY WATER SERVICE TECHNICIAN TRAINEE		
LABORER	16.86	25.29
WATER SERVICE TECHNICIAN TRAINEE		
LABORER/OPERATOR	18.07	27.11
WATER SERVICE TECHNICIAN I		
SANITATION MAN		
HEAVY EQUIPMENT OPERATOR	20.08	30.12
AUTOMOTIVE MECHANIC		
PARKS SPECIALIST		
*SANITATION MAN		
WATER SERVICE TECHNICIAN II		
REFUSE DRIVER	20.66	30.99
WATER SERVICE TECHNICIAN III		
FOREPERSON (WATER)	22.63	33.95
FOREPERSON (DPW)		
DEPUTY SUPERINTENDENT	26.09	39.14
(DPW) (WATER)		

NOTE:

LABORER AND WATER SERVICE TECHNICIAN TRAINEE (Probationary Laborers will automatically be promoted to Laborer after completion of their probationary period provided they possess a Class B New York State License. Probationary Water Service Technician Trainee will automatically be promoted to Water Service Technician Trainee after completion of their probationary period).

LABORER/OPERATOR AND WATER SERVICE TECHNICIAN I (Laborers shall be promoted to Laborer/Operator after completion of eighteen (18) months as Laborers provided they are qualified pursuant to the job description set forth in Appendix "B". Water Service Technician Trainees shall be promoted to Water Service Technician I after completion of eighteen (18) months as Water Service Technician Trainees provided they are qualified pursuant to the job description set forth in Appendix "B").

* Incumbents as of June 1, 1998

APPENDIX "A"

HOURLY/OVERTIME RATE -- 2007-2008 FOR EMPLOYEES HIRED PRIOR TO JANUARY 1, 1995

	<u>RATE/HR.</u>	<u>O.T. RATE</u>
PROBATIONARY LABORER	\$ 16.74	\$ 25.11
PROBATIONARY WATER SERVICE TECHNICIAN TRAINEE		
LABORER	17.46	26.19
WATER SERVICE TECHNICIAN TRAINEE		
LABORER/OPERATOR	18.67	28.01
WATER SERVICE TECHNICIAN I		
SANITATION MAN		
HEAVY EQUIPMENT OPERATOR	20.68	31.02
AUTOMOTIVE MECHANIC		
PARKS SPECIALIST		
*SANITATION MAN		
WATER SERVICE TECHNICIAN II		
REFUSE DRIVER	21.26	31.89
WATER SERVICE TECHNICIAN III		
FOREPERSON (WATER)	23.23	34.85
FOREPERSON (DPW)		
DEPUTY SUPERINTENDENT	26.69	40.04
(DPW) (WATER)		

NOTE:

LABORER AND WATER SERVICE TECHNICIAN TRAINEE (Probationary Laborers will automatically be promoted to Laborer after completion of their probationary period provided they possess a Class B New York State License. Probationary Water Service Technician Trainee will automatically be promoted to Water Service Technician Trainee after completion of their probationary period).

LABORER/OPERATOR AND WATER SERVICE TECHNICIAN I (Laborers shall be promoted to Laborer/Operator after completion of eighteen (18) months as Laborers provided they are qualified pursuant to the job description set forth in Appendix "B". Water Service Technician Trainees shall be promoted to Water Service Technician I after completion of eighteen (18) months as Water Service Technician Trainees provided they are qualified pursuant to the job description set forth in Appendix "B").

* Incumbents as of June 1, 1998

APPENDIX "A"

HOURLY/OVERTIME RATE -- 2008-2009 FOR EMPLOYEES HIRED PRIOR TO JANUARY 1, 1995

	<u>RATE/HR.</u>	<u>O.T. RATE</u>
PROBATIONARY LABORER	\$ 17.36	\$ 26.04
PROBATIONARY WATER SERVICE TECHNICIAN TRAINEE		
LABORER	18.08	27.12
WATER SERVICE TECHNICIAN TRAINEE		
LABORER/OPERATOR	19.29	28.94
WATER SERVICE TECHNICIAN I		
SANITATION MAN		
HEAVY EQUIPMENT OPERATOR	21.30	31.95
AUTOMOTIVE MECHANIC		
PARKS SPECIALIST		
*SANITATION MAN		
WATER SERVICE TECHNICIAN II		
REFUSE DRIVER	21.88	32.82
WATER SERVICE TECHNICIAN III		
FOREPERSON (WATER)	23.85	35.78
FOREPERSON (DPW)		
DEPUTY SUPERINTENDENT	27.31	40.97
(DPW) (WATER)		

NOTE:

LABORER AND WATER SERVICE TECHNICIAN TRAINEE (Probationary Laborers will automatically be promoted to Laborer after completion of their probationary period provided they possess a Class B New York State License. Probationary Water Service Technician Trainee will automatically be promoted to Water Service Technician Trainee after completion of their probationary period).

LABORER/OPERATOR AND WATER SERVICE TECHNICIAN I (Laborers shall be promoted to Laborer/Operator after completion of eighteen (18) months as Laborers provided they are qualified pursuant to the job description set forth in Appendix "B". Water Service Technician Trainees shall be promoted to Water Service Technician I after completion of eighteen (18) months as Water Service Technician Trainees provided they are qualified pursuant to the job description set forth in Appendix "B").

* Incumbents as of June 1, 1998

APPENDIX "A-1"

HOURLY/OVERTIME RATE -- 2005-2006 FOR EMPLOYEES HIRED AFTER JANUARY 1, 1995

	<u>RATE/HR.</u>	<u>O.T. RATE</u>
PROBATIONARY LABORER	\$ 11.81	\$ 17.72
PROBATIONARY WATER SERVICE TECHNICIAN TRAINEE		
LABORER	12.36	18.54
WATER SERVICE TECHNICIAN TRAINEE		
LABORER/OPERATOR	13.26	19.89
WATER SERVICE TECHNICIAN I		
SANITATION MAN		
HEAVY EQUIPMENT OPERATOR	14.77	22.16
AUTOMOTIVE MECHANIC		
PARKS SPECIALIST		
*SANITATION MAN		
WATER SERVICE TECHNICIAN II		
REFUSE DRIVER	15.20	22.80
WATER SERVICE TECHNICIAN III		
FOREPERSON (WATER)	16.68	25.02
FOREPERSON (DPW)		
DEPUTY SUPERINTENDENT	19.27	28.91
(DPW) (WATER)		

NOTE:

LABORER AND WATER SERVICE TECHNICIAN TRAINEE (Probationary Laborers will automatically be promoted to Laborer after completion of their probationary period provided they possess a Class B New York State License. Probationary Water Service Technician Trainee will automatically be promoted to Water Service Technician Trainee after completion of their probationary period).

LABORER/OPERATOR AND WATER SERVICE TECHNICIAN I (Laborers shall be promoted to Laborer/Operator after completion of eighteen (18) months as Laborers provided they are qualified pursuant to the job description set forth in Appendix "B". Water Service Technician Trainees shall be promoted to Water Service Technician I after completion of eighteen (18) months as Water Service Technician Trainees provided they are qualified pursuant to the job description set forth in Appendix "B").

* Incumbents as of June 1, 1998

APPENDIX "A-1"
HOURLY/OVERTIME RATE -- 2006-2007
 FOR EMPLOYEES HIRED AFTER JANUARY 1, 1995

	<u>RATE/HR.</u>	<u>O.T. RATE</u>
PROBATIONARY LABORER	\$ 12.39	\$ 18.59
PROBATIONARY WATER SERVICE TECHNICIAN TRAINEE		
LABORER	12.94	19.41
WATER SERVICE TECHNICIAN TRAINEE		
LABORER/OPERATOR	13.84	20.76
WATER SERVICE TECHNICIAN I		
SANITATION MAN		
HEAVY EQUIPMENT OPERATOR	15.35	23.03
AUTOMOTIVE MECHANIC		
PARKS SPECIALIST		
*SANITATION MAN		
WATER SERVICE TECHNICIAN II		
REFUSE DRIVER	15.78	23.67
WATER SERVICE TECHNICIAN III		
FOREPERSON (WATER)	17.26	25.89
FOREPERSON (DPW)		
DEPUTY SUPERINTENDENT	19.85	29.78
(DPW) (WATER)		

NOTE:

LABORER AND WATER SERVICE TECHNICIAN TRAINEE (Probationary Laborers will automatically be promoted to Laborer after completion of their probationary period provided they possess a Class B New York State License. Probationary Water Service Technician Trainee will automatically be promoted to Water Service Technician Trainee after completion of their probationary period).

LABORER/OPERATOR AND WATER SERVICE TECHNICIAN I (Laborers shall be promoted to Laborer/Operator after completion of eighteen (18) months as Laborers provided they are qualified pursuant to the job description set forth in Appendix "B". Water Service Technician Trainees shall be promoted to Water Service Technician I after completion of eighteen (18) months as Water Service Technician Trainees provided they are qualified pursuant to the job description set forth in Appendix "B").

* Incumbents as of June 1, 1998

APPENDIX "A-1"

HOURLY/OVERTIME RATE -- 2007-2008 FOR EMPLOYEES HIRED AFTER JANUARY 1, 1995

	<u>RATE/HR.</u>	<u>O.T. RATE</u>
PROBATIONARY LABORER	\$ 12.99	\$ 19.49
PROBATIONARY WATER SERVICE TECHNICIAN TRAINEE		
LABORER	13.54	20.31
WATER SERVICE TECHNICIAN TRAINEE		
LABORER/OPERATOR	14.44	21.66
WATER SERVICE TECHNICIAN I		
SANITATION MAN		
HEAVY EQUIPMENT OPERATOR	15.95	23.93
AUTOMOTIVE MECHANIC		
PARKS SPECIALIST		
*SANITATION MAN		
WATER SERVICE TECHNICIAN II		
REFUSE DRIVER	16.38	24.57
WATER SERVICE TECHNICIAN III		
FOREPERSON (WATER)	17.86	26.79
FOREPERSON (DPW)		
DEPUTY SUPERINTENDENT	20.45	30.68
(DPW) (WATER)		

NOTE:

LABORER AND WATER SERVICE TECHNICIAN TRAINEE (Probationary Laborers will automatically be promoted to Laborer after completion of their probationary period provided they possess a Class B New York State License. Probationary Water Service Technician Trainee will automatically be promoted to Water Service Technician Trainee after completion of their probationary period).

LABORER/OPERATOR AND WATER SERVICE TECHNICIAN I (Laborers shall be promoted to Laborer/Operator after completion of eighteen (18) months as Laborers provided they are qualified pursuant to the job description set forth in Appendix "B". Water Service Technician Trainees shall be promoted to Water Service Technician I after completion of eighteen (18) months as Water Service Technician Trainees provided they are qualified pursuant to the job description set forth in Appendix "B").

* Incumbents as of June 1, 1998

APPENDIX "A-1"

HOURLY/OVERTIME RATE -- 2008-2009
FOR EMPLOYEES HIRED AFTER JANUARY 1, 1995

	<u>RATE/HR.</u>	<u>O.T. RATE</u>
PROBATIONARY LABORER	\$ 13.61	\$ 20.42
PROBATIONARY WATER SERVICE TECHNICIAN TRAINEE		
LABORER	14.16	21.24
WATER SERVICE TECHNICIAN TRAINEE		
LABORER/OPERATOR	15.06	22.59
WATER SERVICE TECHNICIAN I		
SANITATION MAN		
HEAVY EQUIPMENT OPERATOR	16.57	24.86
AUTOMOTIVE MECHANIC		
PARKS SPECIALIST		
*SANITATION MAN		
WATER SERVICE TECHNICIAN II		
REFUSE DRIVER	17.00	25.50
WATER SERVICE TECHNICIAN III		
FOREPERSON (WATER)	18.48	27.72
FOREPERSON (DPW)		
DEPUTY SUPERINTENDENT	21.07	31.61
(DPW) (WATER)		

NOTE:

LABORER AND WATER SERVICE TECHNICIAN TRAINEE (Probationary Laborers will automatically be promoted to Laborer after completion of their probationary period provided they possess a Class B New York State License. Probationary Water Service Technician Trainee will automatically be promoted to Water Service Technician Trainee after completion of their probationary period).

LABORER/OPERATOR AND WATER SERVICE TECHNICIAN I (Laborers shall be promoted to Laborer/Operator after completion of eighteen (18) months as Laborers provided they are qualified pursuant to the job description set forth in Appendix "B". Water Service Technician Trainees shall be promoted to Water Service Technician I after completion of eighteen (18) months as Water Service Technician Trainees provided they are qualified pursuant to the job description set forth in Appendix "B").

* Incumbents as of June 1, 1998

APPENDIX "B"

IN-UNIT SUPERVISORS

The parties to this Agreement recognize the responsibility of the Village to conduct its business in the balanced interest of the Administration, the Employees, and the general public. In the furtherance of this interest, the Village Administration may designate certain Employees within the Bargaining Unit as "Supervisors". "Supervisors" so designated shall assist the Administration in the conduct of its business to the extent that they may direct the Employees they are assigned to supervise to perform, follow or carry out orders, instructions, directions and/or assignments which are necessary to the orderly and efficient operation of the Village government.

a. The Village and the Union agree that the authority of "Supervisors", as defined herein, shall not be an issue in any grievance or arbitration that may result from the exercising of such authority.

b. Deliberate refusal to comply with the instructions, directions and assignments of "Supervisors", as defined herein, shall constitute just cause for disciplinary action.

c. "Supervisors" within the Bargaining Unit shall not be considered as department heads and are not empowered to act in place of their principals and shall not be considered as being in the Exempt Class as defined in Section 41 of the Civil Service Law.

d. "Supervisors", as defined herein shall include, but not be limited to, those employees designated by the Village as Deputy or Assistant Superintendents or foremen or by any other title vesting supervisory responsibilities within the Department of Public Works, including Parks, and the Water Department.

e. "Supervisors", as defined herein, shall not have the authority to hire, fire, suspend or otherwise discipline employees, which authority shall rest exclusively with the Village Administration, including the respective Superintendents.

f. Educational incentives for supervisors shall continue as in the past provided they are work related.

APPENDIX "B"

JOB DESCRIPTION

LABORER (PROBATIONARY LABORER)

GENERAL STATEMENT OF DUTIES:

Performs routine manual tasks; does related work as required.

GENERAL STATEMENT OF MINIMUM QUALIFICATIONS:

Willingness to perform routine manual work; ability to lift heavy weights; physical endurance; good physical condition; possession of a Class D New York State Driver's license. High School diploma or equivalency preferred, but not required.

ACCEPTABLE EXPERIENCE AND TRAINING:

This is routine manual work requiring no previous training and experience.

EXAMPLES OF WORK (illustrative only):

- Assists in maintenance of vehicles and equipment
- Washes and cleans vehicles and equipment
- Performs maintenance and custodial tasks around the premises
- Assists in the collection of Municipal refuse when required
- Loads and unloads materials and equipment from truck
- Performs related street maintenance and snow removal work when required
- Assists in inspection and maintenance of sewer system
- Drives vehicles requiring Class D driver's license when required

SPECIFIC JOB STATEMENT:

Laborers (Probationary Laborers) receive on-the-job training becoming familiar with job duties and obtaining experience working around department equipment.

APPENDIX "B"

JOB DESCRIPTION

LABORER/OPERATOR

GENERAL STATEMENT OF DUTIES:

Performs all tasks of a laborer; operates small and medium dump trucks; does related work as required.

GENERAL STATEMENT OF MINIMUM QUALIFICATIONS:

Willingness to perform routine manual work; ability to lift heavy weights; physical endurance; good physical condition; possession of New York State Class B driver's license, high school diploma or equivalency desirable, but not necessary.

ACCEPTABLE EXPERIENCE AND TRAINING:

This is routine manual work requiring no previous training and experience.

EXAMPLES OF WORK (illustrative only):

- Maintains vehicles and equipment
- Performs maintenance and custodial tasks
- Assists in the collection of municipal refuse when required
- Loads and unloads materials and equipment from trucks
- Performs street maintenance and snow removal work when required
- Assists in the maintenance of storm and sanitary sewers
- Assists in the operation of the sewer vacuum cleaner and TV van
- Operates small and medium dump trucks

SPECIFIC JOB STATEMENT:

Laborers/Operators will be given on-the-job training in all phases of the Department of Public Works operation and become familiar with the operation of heavy equipment.

APPENDIX "B"

JOB DESCRIPTION

SANITATION MAN

GENERAL STATEMENT OF DUTIES:

Performs all tasks of a laborer; operates small and medium dump trucks; does related work as required.

GENERAL STATEMENT OF MINIMUM QUALIFICATIONS:

Willingness to perform routine manual work; ability to lift heavy weights; physical endurance; good physical condition; possession of New York State Class B driver's license. High school diploma or equivalency desirable, but not necessary.

ACCEPTABLE EXPERIENCE AND TRAINING:

This is routine manual work requiring no previous training and experience.

EXAMPLES OF WORK (illustrative only):

- Maintains vehicles and equipment
- Performs maintenance and custodial tasks
- Collects municipal refuse and assists in transporting refuse to landfill
- Loads and unloads materials and equipment from trucks
- Performs street maintenance and snow removal work when required
- Assists in the maintenance of storm and sanitary sewers when required
- Assists in the operation of the sewer vacuum cleaner and TV van when required
- Operates small and medium dump trucks when required

SPECIFIC JOB STATEMENT:

A sanitation man is primarily assigned the duty of collecting refuse and assisting in transporting it to the sanitary landfill. However, sanitation men are required to assist in the performance of other duties related to the operation of the Department of Public Works as required.

Sanitation men and refuse drivers collectively are responsible for insuring that the vehicles they are operating are left in a clean and sanitary manner upon the completion of their assigned routes on a daily basis.

APPENDIX "B"

JOB DESCRIPTION

HEAVY EQUIPMENT OPERATOR

GENERAL STATEMENT OF DUTIES:

Performs all tasks of a laborer, sanitation man, refuse driver and operates small and medium dump trucks; does related work as required.

GENERAL STATEMENT OF MINIMUM QUALIFICATIONS:

Willingness to perform routine manual work; ability to lift heavy weights; physical endurance; good physical condition; possession of New York State Class B driver's license. High school diploma or equivalency desirable, but not necessary.

ACCEPTABLE EXPERIENCE AND TRAINING:

A heavy equipment operator must demonstrate proficiency in the operation of heavy equipment such as a backhoe, front end loader, street sweeper, street cleaning vehicle, heavy dump truck, road grader.

(Although it is not mandatory, it is preferred that a heavy equipment operator have experience in the operation of heavy snow plowing equipment and road bulldozers)

EXAMPLES OF WORK (illustrative only):

- Maintains vehicles and equipment
- Performs maintenance and custodial tasks
- Drives refuse collection truck and transports refuse to sanitary landfill and empties truck when required
- Assists in the collection of municipal refuse when required
- Loads and unloads materials and equipment from trucks
- Performs street maintenance and snow removal work when required
- Assists in the maintenance of storm and sanitary sewers when required
- Assists in the operation of the sewer vacuum cleaner and TV van when required
- Operates all department equipment as assigned

SPECIFIC JOB STATEMENT:

In addition to performing the work of laborer, the heavy equipment operator is expected to operate all equipment used to perform tasks assigned to the Public Works Department. Although the heavy equipment operators primary duties are the operation of equipment, nevertheless, the heavy equipment operator is expected to assist in refuse collection, snow removal and all other department operations.

APPENDIX "B"

JOB DESCRIPTION

AUTOMOTIVE MECHANIC

GENERAL STATEMENT OF DUTIES:

Performs all tasks of a laborer (including tasks of sanitation man and refuse driver), operates all department vehicles, does related work as required.

GENERAL STATEMENT OF MINIMUM QUALIFICATIONS:

Willingness to perform routine manual work; ability to lift heavy weights; physical endurance; good physical condition; possession of New York State Class B driver's license; thorough knowledge of standard automotive repair methods in all phases of coach and body repair and maintenance; thorough knowledge of the terminology and tools of the trade; some knowledge of the machinist trade; ability to work from plans, specifications, and rough sketches; ability to follow oral instructions; good coordination; manual dexterity.

ACCEPTABLE EXPERIENCE AND TRAINING:

Graduation from a standard senior high school and five years experience as a heavy duty equipment repair and maintenance person; or, any equivalent combination of experience and training to indicate ability to do the work.

EXAMPLES OF WORK (illustrative only):

- Maintains department vehicles and equipment
- Performs maintenance and custodial tasks on premises
- Assists in performing all functions of the Department of Public Works, Parks Department and Sewer Department when required including operation of all department equipment.

SPECIFIC JOB STATEMENT:

The automotive mechanic is primarily responsible for performing skilled mechanical repairs to body and power units of department equipment. The automotive mechanic will perform scheduled inspections of equipment; make road calls; analyze mechanical malfunctions; and in general be responsible for the maintenance of all department vehicles. Although the automotive mechanic is primarily responsible for maintaining vehicles, nevertheless, the automotive mechanic, when required by the needs of the department, is expected to perform all department tasks as may be assigned to him on an as needed basis.

APPENDIX "B"

JOB DESCRIPTION

PARKS MAINTENANCE SPECIALISTS

GENERAL STATEMENT OF DUTIES:

Performs all tasks of a laborer (including tasks of a sanitation man and refuse driver); operates department vehicles and does related work as required.

GENERAL STATEMENT OF MINIMUM QUALIFICATIONS:

Thorough knowledge of the principles and practices of parks maintenance; ability to communicate effectively and interpret architectural and engineering drawings; ability to work well with others; sound judgment; initiative; imagination; resourcefulness; good physical condition; knowledge of arboriculture; and possession of a New York State Class B driver's license.

ACCEPTABLE EXPERIENCE AND TRAINING:

Graduation from a standard senior high school and at least three years experience in parks maintenance including maintenance of swimming pools, maintenance of parks playground and equipment, and operation and maintenance of outdoor skating rinks; or equivalent combination of experience and training to indicate ability to do the work.

EXAMPLES OF WORK:

- Maintains and operates village parks and playgrounds and related equipment
- Assists in maintenance of department vehicles and equipment
- Washes and cleans vehicles and equipment
- Performs maintenance and custodial tasks around the premises
- Assists in the collection and transportation of Municipal refuse when required Loads and unloads materials and equipment from truck
- Performs related street maintenance and snow removal work when required
- Assists in inspection and maintenance of sewer system
- Operates department vehicles and equipment when required

SPECIFIC JOB STATEMENT:

The parks maintenance specialist is primarily responsible for maintaining parks, playground equipment, swimming pools, and skating rinks. However, in the event the needs of the Public Works Department dictate, the parks maintenance specialist is required to perform any and all other duties of a Public Works Department employee on an as needed basis.

APPENDIX "B"

JOB DESCRIPTION

REFUSE DRIVER

GENERAL STATEMENT OF DUTIES:

Performs all tasks of a laborer and sanitation man, operates small and medium dump trucks; does related work as required.

GENERAL STATEMENT OF MINIMUM QUALIFICATIONS:

Willingness to perform routine manual work; ability to lift heavy weights; physical endurance; good physical condition; possession of New York State Class B driver's license. High school diploma or equivalency desirable, but not necessary.

ACCEPTABLE EXPERIENCE AND TRAINING:

This is routine manual work requiring no previous training and experience.

EXAMPLES OF WORK (illustrative only):

- Maintains vehicles and equipment
- Performs maintenance and custodial tasks
- Drives refuse collection truck and transports refuse to sanitary landfill and empties truck
- Assists in the collection of municipal refuse
- Loads and unloads materials and equipment from trucks
- Performs street maintenance and snow removal work when required
- Assists in the maintenance of storm and sanitary sewers when required
- Assists in the operation of the sewer vacuum cleaner and TV van when required
- Operates small and medium dump trucks when required

SPECIFIC JOB STATEMENT:

The primary duty of a refuse driver is to drive and operate a sanitation truck on an assigned route. The refuse driver is also responsible for light maintenance of the vehicle he operates (checking tire pressure, checking engine oil levels, checking transmission fluid levels, refueling vehicle, etc.)

In addition, the refuse driver is responsible for driving the truck to the sanitary landfill and emptying the truck at the landfill.

Sanitation men and refuse drivers collectively are responsible for insuring that the vehicles they are operating are left in a clean and sanitary manner upon the completion of their assigned routes on a daily basis.

Refuse drivers are required to assist in the performance of other duties related to the operation of the Department of Public Works as required.

JOB DESCRIPTION

WATER SERVICE TECHNICIAN TRAINEE (PROBATIONARY WATER SERVICE TECHNICIAN TRAINEE)

GENERAL STATEMENT OF DUTIES:

- Under immediate supervision, works in the operations of a municipal water department.

GENERAL STATEMENT OF QUALIFICATIONS:

- Must have a high school diploma or equivalency.

Knowledge of:

- Basic mechanical principles.
- The use of hand tools.

Ability to:

- Read meter dials and record readings.
- Make arithmetical calculations.
- Communicate effectively orally.
- Read and understand work orders.
- Operate equipment and tools with skill and safety.
- Understand and carry out oral and written directions.
- Establish and maintain cooperative relationships with co-workers, the public, other village departments and individuals from other agencies.
- Learn and utilize new skills and information to improve job performance and efficiency.
- Obtain a CDL class B drivers license.

ACCEPTABLE EXPERIENCE AND TRAINING:

- This is routine manual work requiring no previous training or experience.

EXAMPLES OF DUTIES (Illustrative Only):

- Maintains vehicles and equipment.
- Performs maintenance and custodial tasks.
- Reads meters and records readings.
- Assists in the installation, repair and maintenance of the water system, including water mains, water service lines and hydrants.
- Performs safety inspections of equipment and machinery.

SPECIFIC JOB STATEMENT:

- The Water Service Technician Trainee assignments are generally limited in scope and are set within procedural frameworks established by higher-level positions. As experience occurs the incumbent performs with increasing independence. Work requires incumbent to exercise some judgment in selecting

appropriate established guidelines to follow; significant deviations require prior approval. Interpretation of general administrative or operational policies is sometimes necessary.

JOB DESCRIPTION

WATER SERVICE TECHNICIAN I

GENERAL STATEMENT OF DUTIES:

- Under immediate supervision, works in the operations of a municipal water department.

GENERAL STATEMENT OF QUALIFICATIONS:

- Must have a high school diploma or equivalency.
- Must have a New York State CDL class B driver's license.

Knowledge of:

- Basic Mechanical principles.
- The use of hand tools.
- Accepted methods of repair, rehabilitation and maintenance of water systems.
- General public relation techniques.

Ability to:

- Read meter dials and record readings.
- Make arithmetical calculations.
- Communicate effectively orally.
- Read and understand work orders, drawings, maps, etc.
- Operate equipment and tools with skill and safety.
- Understand and carry out oral and written directions.
- Establish and maintain cooperative relationships with co-workers, the public, other village departments and individuals from other agencies.
- Learn and utilize new skills and information to improve job performance and efficiency.

ACCEPTABLE EXPERIENCE AND TRAINING:

- One year of full time experience installation, maintenance and repair of water distribution facilities, including water meters; and a high school diploma or equivalency.

EXAMPLES OF DUTIES (Illustrative Only):

- Operate one or more of the following list of equipment and/or machines; dump truck, backhoe, front-end loader, valve truck with valve operating machine.
- Repairs leaks in service assemblies.
- Keeps record of new meter installations and exchanges.
- Read meters and records readings.
- Installs, replaces and repairs fire hydrant assemblies.
- Assists in the installation, repair and maintenance of the Village's water system, including water mains, water service lines and hydrants.
- Performs safety inspections of equipment and machinery.
- Reports defects and irregularities to supervisor.

- Turns water service off and on as appropriate.

WATER SERVICE TECHNICIAN I (Cont'd.)

- Checks for water leaks
- Responds to emergency call during work and after normal working hours.

SPECIFIC JOB STATEMENT:

- Under immediate supervision the Water Service Technician I operates equipment and machinery and performs repair work in the water system. Assignments are generally limited in scope and are set with procedural frameworks established by higher-level positions. As experience occurs, the incumbent performs with increasing independence. Work requires the incumbent to exercise some judgment in selecting appropriate established guidelines to follow; significant deviations require prior approval. Interpretation of general administrative or operational policies is sometimes necessary.

JOB DESCRIPTION

WATER SERVICE TECHNICIAN II

GENERAL STATEMENT OF DUTIES:

- Under general supervision, performs skilled work in the installation, repair and replacement of the Village's water system; and performs related work as required.

GENERAL STATEMENT OF QUALIFICATIONS:

- Must have a high school diploma or equivalency.
- Must have a New York State CDL Class B driver's license.
- Must have a New York State Health Department Grade D Water Distribution license.

Knowledge of:

- Heavy equipment operations and maintenance.
- Accepted methods of repair, rehabilitation and maintenance of water supply and distribution system facilities.
- Water and pipeline construction methods and practices.
- Material, tools and equipments used in the installation, maintenance and repair of water systems, hydrants, meters, etc.
- Basic principles of water system hydraulics.
- Rules and regulations affecting water departments.

Ability to:

- Communicate effectively orally.
- Maintain accurate records of time, materials and equipment.
- Use basic arithmetic; take measurements.
- Read and understand work orders, drawings, maps, etc.
- Operate one or more of the following lists of equipment: backhoe, dump truck, front-end loader, valve truck with valve operating machine.
- Operate equipment including leak diagnostic equipment, power tools, tapping machines 3/4" through 8", various tools with skill and safety.
- Understand and carry out oral and written directions.
- Establish and maintain cooperative relationships with co-workers, the public, other city departments and individuals from other agencies.
- Learn and utilize new skills and information to improve job performance and efficiency.

ACCEPTABLE EXPERIENCE AND TRAINING:

- High school diploma or equivalency and two years of experience in the installation, maintenance and repair of water distribution facilities including water meters.

EXAMPLES OF DUTIES (Illustrative Only):

- Performs installation, repair and maintenance of the Village's water system, including water mains, water

service lines, hydrants, valves and/or meters, etc.

WATER SERVICE TECHNICIAN II (Cont'd.)

- Assists in location of other utilities before beginning work.
- May provide technical supervision, which includes assigning, reviewing, coordinating and training to lower level water service technicians.
- Performs daily safety inspections of equipment and machinery.
- Turns water services off and on as appropriate.
- Maintains accurate records as required.
- Responds to emergency call during and after normal working hours.
- Investigates leaks ranging from meter leaks to large main leaks.
- Receives and responds to inquiries and complaints from customers and the general public regarding water service.

SPECIFIC JOB STATEMENT:

- The Water Service Technician II primarily operates heavy machinery and performs a full range of complex tasks and works within a framework of established procedures. At this level, incumbents work with only occasional instruction or assistance; work is reviewed upon completion of overall results. Work involves frequent interpretation of policies, procedures and guidelines, and may involve the development of recommendations consistent with directives, policies and regulations.

JOB DESCRIPTION

WATER SERVICE TECHNICIAN III

GENERAL STATEMENT OF DUTIES:

- Under general supervision, performs skilled work in the installation, maintenance and repair of the Village's water system; performs skilled work pertaining to water quality control; performs the most complex work of the distribution department; assigns, reviews, coordinates and trains lower level water service technicians; and performs related work as required.

GENERAL STATEMENT OF QUALIFICATIONS:

- Must have a high school diploma or equivalency.
- Must have a New York State CDL Class B driver's license.
- Must have a New York State Health Department Grade D Water Distribution license.
- Must have five (5) years experience in the installation, maintenance and repair of water distribution facilities including water meters.

Knowledge of:

- Hydraulic and mechanical operations as applied to the operation of water production, storage and distribution systems.
- Water pipeline construction methods and practices.
- Accepted methods of repair, rehabilitation and maintenance of water supply and distribution system facilities.
- Service connections, meters, and backflow prevention devices and methods.
- Materials, tools and equipment used in the installation, maintenance and repair of water systems and system facilities.
- Physical and technical aspects of water distribution systems, including operations and maintenance.
- Basic chemistry.
- Rules and regulations affecting municipal water departments.

Ability to:

- Assign, review, coordinate and train crew members.
- Communicate effectively orally.
- Maintain accurate records of time, materials and equipment.
- Carry out quality control tests.
- Read and understand technical reports, drawings, specifications, etc.
- Read and interpret engineer drawings.
- Understand and carry out oral and written directions.
- Read meters and record readings.
- Operate equipment including water service truck, diagnostic equipment, power tools, heavy machinery, test kits, and various tools, etc.
- Establish and maintain cooperative relationships with co-workers, public, other city department and individuals from other agencies.
- Learn and utilize new skills and information to improve job performance and efficiency.

WATER SERVICE TECHNICIAN III (Cont'd.)

ACCEPTABLE EXPERIENCE AND TRAINING:

- High school diploma or equivalency and five (5) years of progressively responsible experience in the installation, maintenance, repair and/or inspection of water distribution facilities.

EXAMPLES OF DUTIES (Illustrative Only):

- Performs installation, repair, maintenance and/or inspection of the Village's water system, its components, and storage and production facilities; assigns, reviews and coordinates the work of lower level water service technicians.
- Ensures compliance with policies, procedures, safety guidelines, schedules and work specifications.
- Verifies location of underground utility facilities before beginning excavation work.
- Assists in coordination work with contractors.
- Turns water service off and on as appropriate.
- Reads meters and records readings.
- Receives and responds to inquiries and complaints from customers and the general public regarding water service.
- Assists in the training of new and subordinate personnel.
- Maintains accurate records and prepares technical reports and diagrams, status reports, field logs, requisitions, etc. as required.
- Provides technical assistance to department staff and customers as required.
- Performs daily safety inspections of equipment and machinery.
- Responds to emergency calls during work and after normal working hours.
- Inspects facilities and reviews drawings/plans for cross-connection hazards and provides recommendations for cross-connection hazards.
- Monitors water quality; takes routine water samples for testing; determines need for water treatment or flushing of water mains.

SPECIFIC JOB STATEMENT:

- This level possesses significant technical expertise. Incumbents exercise independent judgment in the performance of duties. Work is judged primarily on overall results and may require the development of recommendation consistent with directives, policies and regulations. Employees have a greater authority over assignments and decisions required to perform the work than do lower-level classifications.

JOB DESCRIPTION

WATER FOREMAN

GENERAL STATEMENT OF DUTIES:

- Under direction, schedules and supervises the construction, maintenance and repair of the Village's water system, water meters and other water facilities, the reading of meters, monitors water supply and distribution and ensures high level of water quality standards; establishes and maintains effective customer relations; performs inspections of water construction projects; supervises subordinate technical personnel; and performs related work as required.

GENERAL STATEMENT OF QUALIFICATIONS:

- Must have a high school diploma or equivalency.
- Must have a New York State CDL Class B driver's license.
- Must have a New York State Health Department Grade D Water Distribution license.

Knowledge of:

- Hydraulic and mechanical operations as applied to the water production, storage and distribution systems.
- Accepted methods of repair, rehabilitation and maintenance of water supply and distribution system facilities.
- Materials, tools and equipment used in the installation, maintenance and repair of water systems and system facilities.
- Physical and technical aspects of water distribution systems, including operations and maintenance.
- Methods and practices of inspection as applied to the operation of water production, storage and distribution systems.
- Principles of supervision and employees relations.
- Principles of customer relations.
- Rules and regulations affecting municipal water departments.
- Meter reading and billing practices.
- General Village operations.

Ability to:

- Plan, assign, supervise and evaluate the activities of subordinate staff.
- Communicate effectively orally and in writing.
- Maintain accurate records of time, materials and equipment.
- Establish and maintain effective relationships with employees, other Village departments, representatives from other agencies, contractors, consultants and the public.
- Perform computations using variables and formulas; take measurements; compute percentages, ratio and proportion; interpret graphs.
- Determine quality of materials and workmanship through inspection.
- Operate office and other equipment including a computer, calculator, copier, diagnostic equipment and various tools, etc.
- Understand and carry out oral and written directions.
- Read and understand technical reports, drawings, specifications, etc.

WATER FOREMAN (Cont'd.)

ACCEPTABLE EXPERIENCE AND TRAINING:

- High school diploma or equivalency; course work in water utility science is desirable; and eight (8) years of progressively responsible experience in water operations, maintenance and repair work; at least one year of which must have been in a supervisory or lead capacity.

EXAMPLES OF DUTIES (Illustrative Only):

- Plans, schedules and supervises subordinate personnel in the construction, maintenance and repair of Village water system including water production, distribution, storage, pumping, treatment and meter facilities.
- Plans, schedules and supervises subordinate personnel in the areas of customer service including water quality and meter reading.
- Inspects field work in progress for compliance with policies, procedures, safety guidelines and work specifications.
- Ensures the availability of adequate and properly working equipment and tools.
- Conducts training and safety meetings.
- Assists in designing new water systems projects.
- Supervises subordinate technical staff; supervisory duties include instructing, assigning, planning and reviewing work, evaluating work performance and completing performance evaluations, coordinating activities, maintaining standards, allocating personnel, acting on employee problems, selecting new employees and implementing employee discipline. Providing training, advice and assistance as needed.
- Keeps abreast of new technology and methods related to water operations.
- Receives and resolves customer relation problems.
- Investigates customer billing discrepancies, coordinates investigations and corrective action with utility billing staff.
- Coordinates repair work with other departments as required.
- Assists in the preparation of the division budget.
- Prepares technical reports and diagrams, status reports, correspondence, etc. as required.
- Responds to emergency calls during work and after normal working hours.
- Consults with the monitors the work of contractors to ensure the protection of water mains, valves, etc. during construction work throughout the Village.
- Coordinates inspections and related activities with contractors, utility personnel, consultants and various Village staff.
- Assists in the development and implementation of water conservation programs.
- Maintains accurate records and prepares technical reports and diagrams, status reports, field logs, requisitions, etc. as required; enter information into computer.

SPECIFIC JOB STATEMENT:

- The Water Foreman is distinguished from the Water Service Technician III in level of supervision exercised and the level and scope of responsibility exercised and expertise required. Work is performed within a broad framework of general policy and requires creativity and resourcefulness to accomplish goals and objectives and in applying concepts, plans and strategies, which may deviate from traditional methods and practices. Work is judged primarily on overall results; work requires the development of recommendations consistent with directives, policies and regulations.

APPENDIX "C"

COMMERCIAL DRIVERS LICENSE MEMORANDUM

Upon enactment of the Federally mandated Commercial Drivers License legislation by the State of New York, the Employer and the Union agree to negotiate the impact of the legislation on the Employees and the Village.

The Village recognizes that such legislation will require that all presently licensed commercial vehicle operators will be required to take and pass the mandated written knowledge test and that in addition some employees may also be required to take and pass a road skills test. The Village further recognizes that under the Federal mandate, any driver not properly licensed by April 1, 1992 will be prohibited from operating vehicles which now require Class 1, 2, or 3 New York State licenses.

Further, the Village realizes that present available statistics project a high failure rate on the written test which could effectively strip the Village of qualified drivers, thus impacting negatively on snow removal, refuse collection and other vital Village services. Because of the impact of this legislation on the private sector the Village realizes that there will not exist a pool of qualified drivers from which to employ replacement drivers for those who fail to meet the April 1, 1992 deadline.

In recognition of all of the above, the Village agrees to take whatever steps are necessary to retain its present qualified drivers and to assist other employees not presently qualified to become qualified. Such steps shall include, but not be limited to, providing appropriate training materials at no cost to the employees, use of Village vehicles for training and testing, appropriate paid leave time for training and testing and the payment of any initial fees for testing and security the appropriate class licenses where such fees exceed the current fees charged by the State.

8 / 31 / 90

s/Edward Boncek
Village of Johnson City

8 / 31 / 90

s/Dexter Bake
AFSCME Council 66

8 / 31 / 90

s/Robert Rychlicki
AFSCME Local 826

APPENDIX "D"

WATER DEPARTMENT

Notwithstanding any other provision of this agreement, any other work rule or any past practices within the entire Department of Public Works, the provisions of this Section shall govern the hours of work, overtime, holiday pay and on call pay for all members assigned to work in the Water Department:

1. HOURS OF WORK

- a. Employees are either shift or non-shift workers. A shift worker is one who works at a seven-day operation or service, on a rotating or shift schedule, where an overlapping double, or third shift may be employed. All other employees are non-shift workers.
- b. The basic workday, shall consist of eight hours and the basic workweek shall consist of five days (40 hours) and be subject to the department's needs for employee services.
For non-shift, the scheduled work days shall be between the hours of 7:00 a.m. 3:30 p.m. except as otherwise necessary. The workweek will be Monday through Friday and in special cases Tuesday through Saturday.
- c. Work schedules shall provide for a fifteen (15) minute coffee break during each one-half (1/2) shift. The coffee break shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.

2. OVERTIME

- a. Overtime will be paid at the rate of time and one-half for all hours worked beyond the regularly scheduled eight hours per day or forty hours per week, except where otherwise provided.
- b. Overtime work shall be offered as equally as possible to all employees in the Water Department.
- c. No employee shall be laid off on a regularly scheduled day to equalize overtime worked.
- d. Work on Sundays shall be paid as follows:
 1. Non-shift employees shall be paid double time for hours worked except for work regularly scheduled, which will be paid at the straight time rate.
 2. When an employee is regularly scheduled to work on a Sunday, the off-schedule seventh consecutive day of work shall be paid at double time.

- e. If required to work on a holiday, non-shift employees will be paid, in addition to the holiday pay, at time and one-half for all hours worked on a the holiday, with minimum of four hours pay at the time and one-half rate and double time for any hours worked over eight hours on a holiday. Shift employees, if required to work on a holiday, shall be paid, in addition to the holiday pay, at the rate of time and one-half for hours which they would regularly be scheduled to work and double time for any hours worked beyond regularly scheduled hours. Work on all holidays shall be limited to that which the Superintendent deems necessary for adequate and continuous service to the customers.

3. ON-CALL PAY

- a. Employees on-call shall be available to be contacted by the Police or a Supervisor during non-regular work hours.
 - 1. Employees required to be on-call shall be notified in advance of their on-call scheduling.
 - 2. On-call duty starts on Friday at 3:30 p.m. and ends the following Friday at 7:00 a.m. and includes all non-regular work shift hours (128).
 - 3. All employees required to be on-call shall be compensated at the rate of \$1.00 per hour.
 - 4. Employees designated to be on-call shall be on the job and ready to work within 45 minutes of being contacted.
 - 5. In order to be eligible for on-call status an employee must have a home telephone in his or her residence and a pager which is provided by the Village. The pagers remain the property of the Johnson City Water Department and are to be used for official Water Department business only. Employees are required to return such pagers at the end of each on-call duty.
 - 6. It is understood that on-call duty is an essential part of the Water Department's obligation to investigate consumer calls and effect control and repairs. In the event of emergencies, proper service must be maintained.
 - 7. Any employee called-out on overtime and released before their next scheduled work shift shall receive a minimum of four (4) hours of time at the applicable overtime rate. If an employee cannot be released before their next scheduled work shift, their overtime will be considered an extension of the scheduled work period, as is overtime immediately following a normal work shift. In this instance the minimum four (4) hour minimum will be waived and only the actual overtime hours worked will be paid to the employee at the applicable overtime rate.

8. It is understood that an employee receiving on-call pay does not have the right to refuse a call-out unless previous notification has been provided. If said employee refuses a call-out as described above, he shall be subject to the forfeiture of his on-call pay for that week.
9. When an employee is called-out within four (4) hours of the beginning of a previous call-out which they have already been released from, or an additional call is received while still working on a previous call-out, the employee shall not receive the four (4) hour minimum but only hours actually worked for the new call-out.
10. Pay of employees called-out will commence when the call is received.

4. ON-CALL PROCEDURE

- a. There will be a minimum of two (2) employees assigned to each on-call duty. Employees will be designated and assigned by the supervisor as to the order of their call-out status.
- b. The employee designated to take the first call will be referred to as the "Lead Person" and will consist of the following personnel: Deputy Superintendent, Foreman, and Tech III. The Lead Person will be the first person to receive a call-out. He will then be responsible to assess the situation and determine the best course of action to sufficiently handle the problem. If the Lead Person determines with reason to call the second person who's on-call, he may do so. If the Lead Person determines that more employees are needed, then either the Deputy Superintendent or Foreman must be called first for approval.
- c. At the end of a call-out it is the Lead Person's responsibility to fill out all paper work in relation to the call-out before leaving.
- d. In instances where designated on-call employees cannot be reached or are unable to respond, the Lead Person will call other employees (Non-Lead Person). This will be done on a rotational basis and by seniority. If and when the list of employees has been exhausted and more employees are still needed, then Lead Persons can be called-out again by rotation and by seniority with the following exception: Due to the experience and technical knowledge required, the Deputy Superintendent or his designee will be responsible for all pump station related call-outs.

APPENDIX "E"

DRUG AND ALCOHOL POLICY DEPARTMENT OF PUBLIC WORKS

WHEREAS the use of alcoholic beverages and/or illegal drugs while on duty constitutes a threat to the health and safety of fellow employees and the general public; and

WHEREAS the Drug Free Workplace Act requires the Village of Johnson City, if it is a direct recipient of a federal grant, to certify that it will provide a drug-free workplace as defined in the Act; and

WHEREAS it is in the best interest of the public and of the employees to provide a clearly delineated and uniform drug and alcohol policy;

A. All employees are forbidden to use alcohol or use or possess illegal drugs at any time during an employee's working hours.

B. Further, workers are forbidden to engage in any use, sale or other transaction involving illegal drugs at any time during an employee's working hours.

C. Should the Village Mayor or Superintendent of Public Works have a reasonable suspicion that an employee is in an impaired or intoxicated condition during working hours, he may mandate that the employee be tested for drug and/or alcohol levels. If the employee is found to be impaired or intoxicated or if the employee refuses to be tested, he may be subject to immediate disciplinary action, including discharge. If the test reveals no impairment or intoxication, he will return to his shift without any loss of time or salary. The test procedures shall be subject to the following terms and conditions:

1. The privacy rights of employees are of paramount concern to the parties. Accordingly, the testing process, including the disposition of test results, shall be conducted in a confidential manner designed to protect the personal privacy of the employee and the results of any such test or tests shall remain confidential to the fullest extent permitted by law.

2. Drug and/or alcohol testing shall be provided by the Village at a bona-fide testing facility certified by such state and/or federal agencies having the jurisdiction and authority to certify drug and alcohol test laboratories. Both the initial and confirmatory tests shall be provided at the Employer's expense.

3. All positive drug test specimens shall be subject to a confirmatory second test at the Employer's expense. The confirmatory drug test shall use gas chromatography/mass spectrometry (GC/MS) techniques or such other techniques which may be developed at a future date and become the accepted norm for confirmatory drug tests.

4. An employee shall not be considered as having tested positive for drugs unless he exceeds the applicable level for both the initial and confirmatory tests.

The drugs or classes of drugs, for which employees will be tested, as well as the initial and confirmatory positive/negative test levels, are:

	Initial Test Level	Confirmatory Test Level
<u>Drugs</u>	<u>ng/ml</u>	<u>ng/ml</u>
Marijuana metabolites	100	15
Cocaine metabolites	300	150
Opiate Metabolites	300	
Morphine		300
Codeine		300
Phencyclidine	25	25
Amphetamines	1,000	
Amphetamines		500
Methamphetamines		500
Barbiturates	300	200
Methaqualone	300	200
Benzodiazepines	200	200

5. Positive specimens shall be preserved by the laboratory for a period of six (6) months and shall be made available, upon written request, to the employee and/or his employee organization for purposes of conducting an independent laboratory analysis at the expense of the employee and/or his employee organization.

6. An employee shall not be considered as having tested positive for alcohol unless he exceeds the legal limit as set forth in the New York State Vehicle and Traffic Law.

D. An employee violating this policy may be subject to disciplinary action, including discharge as provided by the Collective Bargaining Agreement; however, employees testing positive for the first time shall not be subject to disciplinary action provided that he or she enrolls in a bona-fide rehabilitation program and successfully completes the prescribed course of treatment thereunder. During any such rehabilitation program where the employee is admitted on an in-patient basis, the employee shall be required to first use his or her earned accumulated leave credits and, upon the exhaustion of such leave credits, shall be granted an unpaid leave of absence for the duration of the treatment program.

There shall be no penalty imposed under this policy as to any employee whose positive test was a result of his or her use of a controlled substance pursuant to a bona-fide medical treatment prescribed by a licensed physician.

E. The drug testing performed pursuant to this policy is intended for Village administrative and personal purposes only and the results of such tests will not be used against the employee by the village in any civil or criminal proceedings. (This exclusion shall not apply to any test results obtained by an authorized police agency performing such tests in accordance with its statutory authority under the laws of the State of New York).

F. Employees working directly with Federal funds and subject to the Drug Free Workplace Act will receive an additional policy sheet governing the Act's requirements.

G. The Employer shall call the designated Union representative(s) who shall be present at the drug or alcohol testing site within one hour after the incident. Should a representative of the Union either be unavailable, unreachable, or fail to appear within the aforesaid hour, then the employee shall be required to take the required test, or be subject to disciplinary action, including discharge.

H. Disputes including the application or interpretation of this Policy shall be subject to the grievance and arbitration provisions of this Collective Bargaining Agreement.